YOLO COUNTY AGREEMENT NO. 72-207

COST SERVICE CONTRACT AGREEMENT

AUG 18 1972

LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

THIS AGREEMENT, made and entered into this 31st day of July 1972, at Sacramento, County of Sacramento, State of California, by and between the STATE PERSONNEL BOARD, through its duly appointed, qualified and acting Executive Officer, hereinafter called the Board, and the County of Yolo, hereinafter called the Local Agency.

WITNESSETH

That the parties, for and in consideration of the covenants, conditions, agreements, and stipulations expressed, and pursuant to authority contained in Section 18707, Government Code, hereby agree to the conditions as found in attached "Cost Services Contract Rules and Procedures" marked as Exhibit A and "Written Examination Price List" marked as Exhibit B which are incorporated herein by reference and made a part hereof. Exhibit B may be amended by the Board from time to time without renegotiating the contract.

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Further, the parties agree that the Board shall, as a normal course of action, submit invoices covering those services rendered during a calendar month and the Local Agency agrees to pay such invoices within sixty days following receipt thereof.

The provisions of the attached Fair Employment Practices Addendum, Standard Form 3 (4/65), are incorporated by reference and made a part of this contract.

The term of the contract commences August 1972 and terminates August 1975. This contract may be terminated by either party upon giving the other party 30 days written notice of termination.

In the event of termination, the Board will be paid such amount as is due under the contract to and including the effective date of termination.

STATE PERSONNEL BOARD

By Kelvin D. Sharp

ASSISTANT Executive Officer

Local Agency

CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO STATE OF CALIFORNIA

ATTEST: By LAURENCE P. HENIGAN, Clerk

~~TITLE~~

By Barbara A. Rodgers
DEPUTY

Approved as to Form
Dated
County of Yolo County

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5/66

f. Administration of Test and Return of Test Materials.

The Local Agency shall administer the examination in accordance with instructions provided by the Board and immediately following the examination will return to the Board all used and unused examination booklets, keyed booklets, scoring keys, instructions, and any other materials furnished by the Board and not consumed (except that in such cases as provided in paragraphs I(i), I(j), and I(m) time extensions may be granted by the Board).

g. Re-Use of Test Material.

The Local Agency requesting test material for use on a specific date will not be allowed to re-use the tests on another date without prior written permission of the Board.

h. Scoring of Tests.

The responsibility for the scoring of tests shall be delegated to the Board, except that upon mutual agreement the Local Agency may perform the scoring functions. The Board will score the booklets and report the results, together with a recommended qualifying score, to the Local Agency within ten working days after the booklets are returned to the Board, provided that in unusual circumstances involving large numbers of competitors or unforeseen difficulties in administration of the test, the Board may extend the period for receipt of results.

i. Test Papers Inspection Under Local Agency Policy. Micro Fiched

If the Local Agency has an officially adopted rule or established policy regarding candidates' privilege of inspecting a keyed copy of an examination or answer sheets following the examination, and this rule or policy has been submitted in writing to the Board at least 10 days prior to the first examination scheduled under this agreement for which such inspection is desired, the Board will comply with the inspection privileges as officially recognized by the Local Agency except that no inspection shall be allowed for standardized or copyrighted tests, or tests preduplicated as Form Tests or Semi-Form Tests, or of questions not scored by an absolute standard. No candidate is to be allowed to take away with him any notes regarding a test question. Upon request of the Local Agency and when submitted in writing by a candidate who participated in the examination, the Board will analyze protests resulting from such review and recommend the action to be taken by the Local Agency.

j. Test Papers Inspection Under Board Policy.

If the Local Agency has no officially adopted rule or established policy regarding candidates' privilege of inspection a keyed copy of an examination or answer sheet(s) following the examination and wishes to allow such an inspection privilege, the following policy of the Board shall govern:

f. Administration of Test and Return of Test Materials.

The Local Agency shall administer the examination in accordance with instructions provided by the Board and immediately following the examination will return to the Board all used and unused examination booklets, keyed booklets, scoring keys, instructions, and any other materials furnished by the Board and not consumed (except that in such cases as provided in paragraphs I(i), I(j), and I(m) time extensions may be granted by the Board).

g. Re-Use of Test Material.

The Local Agency requesting test material for use on a specific date will not be allowed to re-use the tests on another date without prior written permission of the Board.

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The responsibility for the scoring of tests shall be delegated to the Board, except that upon mutual agreement the Local Agency may perform the scoring functions. The Board will score the booklets and report the results, together with a recommended qualifying score, to the Local Agency within ten working days after the booklets are returned to the Board, provided that in unusual circumstances involving large numbers of competitors or unforeseen difficulties in administration of the test, the Board may extend the period for receipt of results.

i. Test Papers Inspection Under Local Agency Policy. Micro Fiched

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j. Test Papers Inspection Under Board Policy.

If the Local Agency has no officially adopted rule or established policy regarding candidates' privilege of inspection a keyed copy of an examination or answer sheet(s) following the examination and wishes to allow such an inspection privilege, the following policy of the Board shall govern:

1. Key Inspection. Inspection of a keyed copy of the examination question book, which is for the purpose of requesting a review of such items as the candidate may believe are incorrect or improperly keyed, will be allowed for the five working days immediately following an examination, providing this has been requested by the Local Agency at least ten days prior to the examination. The inspection time allowed a candidate will not exceed one-half the amount of time originally allowed to answer the question during the administration of the examination. During key inspection a representative of the personnel or administrative office of the Local Agency will be present to assure that the candidate takes no notes of any kind regarding any test materials. Upon request of the Local Agency and when submitted in writing by a candidate who participated in the examination, the Board will analyze protests resulting from such review and recommend the action to be taken by the Local Agency.

2. Answer Sheet(s) Inspection. Inspection of a candidate's answer sheet(s), which is for the purpose of detecting whether any clerical or other error has been made in the scoring of the booklet, shall be allowed for a thirty-calendar-day period immediately following the notification to the candidate of examination results. Upon request, the Board will return the candidate's answer sheet(s) after scoring and a copy of a keyed answer sheet(s) to the Local Agency. Candidates are not allowed to review the question booklet during this inspection period. Not more than one hour will normally be allowed for answer sheet(s) review, during which time a representative of the personnel or administrative office of the Local Agency shall be present to assure that no changes or marks of any kind are made by the candidate on his answer sheet(s) or the keyed answer sheet(s).

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3. Form Tests and Semi-Form Tests Not to be Open for Inspection. Standardized or copyrighted tests, and tests preduplicated as form tests and semi-form tests, and questions not scored by an absolute standard will not be available for keyed copy inspection nor may candidates be allowed to review copies of these tests at any time.

k. Retention of Test Material by the Board.

The Board shall, if requested by the Local Agency, retain the completed question booklets or answer sheet(s) for such reasonable period of time as the Local Agency's rules may prescribe.

l. Local Agency Responsibilities.

The Local Agency shall perform all parts of the examination process the performance of which has not specifically been requested of and agreed to by the Board and shall assume responsibility for the conformity of the examination process to any applicable laws, rules, or ordinances and for the examination as a whole.

m. Continuous Testing.

If the Local Agency wishes to administer examinations on a continuous basis for certain mutually agreed upon classes, the Board may, in its discretion, supply the examination booklets, a scoring key and instructions for continuous administration. Administration of examinations on a continuous basis is defined as the retention and use of examination booklets and instructions one or more times in any month during the term of this agreement. The Local Agency will score such examinations.

n. Security of Test Material.

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All test materials supplied by the Board under this agreement shall be and remain the property of the Board, and shall be kept confidential. The Local Agency agrees to be responsible for the security of all test materials supplied to the Agency and agrees to reimburse the Board for a portion or all of the replacement costs, as determined by the Board, for test materials that are lost or whose value for testing purposes, in the opinion of the Board, may have been destroyed while said test materials were subject to the custody of the Local Agency.

o. Examination Charges.

In consideration of the performance by the Board of the various testing services the Local Agency agrees to reimburse the Board in accordance with "Written Examination Price List" (Exhibit B).

Section II - Special Services

Upon the request of the Local Agency, the Board, in its discretion, shall supply any or all of the following special services:

a. Advice and assistance on examining procedures and problems.
b. Preparation and distribution of examination publicity.
c. Distribution, receipt, and appraisal of applications.
d. Preparation, administration and scoring of demonstration tests.
e. Advice on and conduct of oral interviews.
f. Preparation of eligible lists.
g. Other technical personnel services.

Exhibit B
(July 1, 1972)

WRITTEN EXAMINATION PRICE LIST

FORM TEST COST

Number of Booklets Ordered	Schedule A (CPS scored and tabulated)*	Schedule B (Scored by Local Agency)**
1 - 10	$35 minimum charge	$25 minimum charge
11 - 99	Minimum charge plus 90¢ per booklet over 10	Minimum charge plus 65¢ per booklet over 10
100 - 199	$116 plus 65¢ per booklet over 100	$83.50 plus 40¢ per booklet over 100
200 or more	$181 plus 25¢ per booklet over 200	$123.50 plus 15¢ per booklet over 200

*Plus an additional charge of 65¢ per candidate for scoring of typing performance tests, and $1.00 per candidate for scoring of stenographic performance tests.

**Form tests used by an agency for extended usage cost $100 a fiscal year.

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SEMI-FORM TEST COST

Number of Booklets Ordered	Schedule A (CPS scored and tabulated)	Schedule B (Scored by Local Agency)***
1 - 10	$65 minimum charge	$55 minimum charge
11 - 99	Minimum charge plus 90¢ per booklet over 10	Minimum charge plus 65¢ per booklet over 10
100 or more	$146 plus 65¢ per booklet over 100	$113.50 plus 40¢ per booklet over 100

***Semi-form tests used by an agency for extended usage cost $150 a fiscal year.

CUSTOM TEST COST

Number of Booklets Ordered	Schedule A (CPS scored and tabulated)	Schedule B (Scored by Local Agency)
1 - 10	$142	$137
11 - 50	$142 plus 90¢ per candidate over 10	$137 plus 65¢ per candidate over 10
51 - 200	$180 plus 65¢ per candidate over 50	$164 plus 40¢ per candidate over 50
201 or more	$282 plus 25¢ per candidate over 200	$227 plus 15¢ per candidate over 200

Charges for "Common Book" custom examinations will be: full cost for the base examination, plus half cost for the added class(es). A "Common Book" examination is one prepared for successive classes in a series (such as Senior and Supervising Personnel Analyst). All competitors take the base examination; only competitors for the higher level take the last several segments.

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FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

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(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

Book

FILED
JUL 31 1972
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 72-208

SUBDIVISION IMPROVEMENT AGREEMENT
Subdivision No. 2133
(El Macero Country Club Estates - Unit No. 3)

THIS AGREEMENT is made and entered in this 31st day of July, 1972, by and between Mace Properties, Inc., hereinafter referred to as "Subdivider" and the County of Yolo, hereinafter referred to as "County".

WHEREAS, the Subdivider proposed to subdivide and develop that area known and referred to as Subdivision No. 2133 and promises to present plans and specifications for the development thereof.

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NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That the Subdivider will develop and construct in said Subdivision No. 2133 public improvements including but not limited to street improvements consisting of concrete curbs and gutters, asphalt paving and base, on site and off site storm drainage facilities necessary to adequately drain said subdivision in accordance with the standards imposed by law, all in accordance with said plans and specifications to be prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works and complete the same within twenty-four (24) months after the date hereon in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

2. That the Subdivider will develop and construct sanitary sewer facilities and a water supply and distribution system in accordance with City of Davis standards and approved by the City of Davis Department of Public Works.

3. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County should unforeseen conditions occur which may require such modifications.

4. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1107 prior to final acceptance of improvements and shall deposit $600 for said purpose.

5. That Subdivider shall indemnify and hold harmless the "County" from any and all loss, damage, or liability resulting from "Subdivider's" performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2133.

6. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of $ 100,000 in respect to personal injuries and or death of any one person, $ 300,000 in respect to personal injuries or death for any one occurrence and $ 50,000 in respect to property damage in any one occurrence.

7. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

8. That Subdivider may, upon approval of the plans and filing of the final map, undertake appropriate proceedings pursuant to the Improvement Act of 1911 as amended for the construction of all public improvements within the said Subdivision No. 2133 in accordance with the approved plans and specifications.

The use of the 1911 Improvement Act proceedings to complete the subdivision improvements shall be subject to approval by the Board of Supervisors.

9. That the Subdivider agrees pursuant to Business and Professions Code Section 11603 to pay off any existing assessments in full or to deposit a bond payable to the County as Trustee for the assessment bond holders guaranteeing the payment of existing special assessments.

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10. That the Completion of the development of said Subdivision No. 2133 shall be the date as of which the Board of Supervisors shall, by resolotion duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdiviser is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein.

11. That the Subdivider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

12. If the construction of the work or improvement should be delayed without fault of "Subdivider", the time for the completion thereof may be extended by the "County" for such period of time as the "County" may deem reasonable.

13. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this agreement, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

14. The "Subdivider" shall obtain and file with the County a good and sufficient "Improvement Security" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 2, Article 9 (Section 11612) of the Business and Professions Code. The amount of such "Improvement Security" shall be not less than one hundred percent (100%) of the estimated cost of the public improvements including incidentals.

15. Where required pursuant to the provision of Section 11592 of the Business and Professions Code the "Subdivider" shall furnish the County a bond or cash deposit in the amount of $200.00, guaranteeing payment of the cost of setting monuments of survey.

16. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars ($500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 10 of this agreement.

Where title to the subdivided property is held by the record owner thereof under a holding agreement, this agreement and the "Improvement Security" given pursuant thereto may be executed by the real party or parties in interest.

17. Any extension of time hereunder shall not operate to release the surety on the Improvement Security filed pursuant to this agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

18. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisited set forth in Rule 242(a), formerly Rule 29(a) of the Rules for the Superior Court, State of California.

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19. That Subdivider shall, upon execution of this agreement, pay to the County as a drainage fee the sum of nine thousand five hundred twenty-nine and 00/100 ($9,529.00) dollars. This sum is computed at the rate of $1000.00 per acre upon a gross acreage of 9.529 acres. This deposit is for the purpose of defraying the estimated costs of constructing drainage facilities for the removal of surface and storm waters from local drainage areas.

20. Time is of the essence of each and all of the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above-named herein.

COUNTY OF YOLO

By Raymond J. Bell
Vice-Chairman, Board of Supervisors

ATTEST:

LAURENCE P. HENIGAN,
County Clerk

By Barbara A Rodgers
Deputy

Mase Properties, Inc.

By C. Eveland Mase, Pres.

By Grad F. Chappell Sec.

Recommended for Approval to the Board of Supervisors of the County of Yolo:

Director of Public Works

APPROVED AS TO FORM:

County Counsel

Book

FILED
AUG - 7 1972
LAURENCE P. HENIGAN, Clerk
By Pete E. Lucas
Deputy

AGREEMENT NO. 72-209

(Agreement for Casework Aide for the Youth Services Bureau)

THIS AGREEMENT made and entered into this 7th day of August, 1972, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and ELIZABETH BOTHEREAU, hereinafter called CONTRACTOR,

W I T N E S S E T H:

RECITALS:

1. COUNTY operates a Youth Services Bureau and desires to provide volunteers to serve as casework aides for youth receiving the services of the Youth Services Bureau.

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2. COUNTY desires to retain the services of CONTRACTOR, and CONTRACTOR desires to serve as the outreach service of the Youth Services Bureau.

AGREEMENTS.

1. In accordance with the terms and conditions of this agreement, COUNTY agrees to pay CONTRACTOR monthly for services pursuant to this agreement at the rate of Two Dollars ($2.00) per hour.
2. In accordance with the terms and conditions of this agreement, CONTRACTOR agrees to work with the juveniles in a school in the Washington Unified School District for a maximum of twenty (20) hours per week unless the Director authorizes additional time.
3. IT IS MUTUALLY AGREED AS FOLLOWS:
   a. The casework aide shall be under the direct supervision and guidance of a school counselor or administrator.
   b. The Youth Services Bureau shall maintain responsibility for the conduct of the casework aide.
   c. The casework aide shall respect the confidence of her relationship with the juveniles and will not be expected

to divulge any information to the schools that is potentially damaging to the juveniles she serves.

d. The casework aide will be allowed to express her own individuality in dress and appearance.

e. The term of this agreement shall commence on July 1st, 1972 and shall terminate on September 30th, 1972.

f. No alterations or variations in the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, and no alterations or variations of the terms hereof unless so made, shall be binding on the parties.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Raymond Bell
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Duncan
DEPUTY

(SEAL)

Elizabeth Bothereau
ELIZABETH BOTHEREAU

FILED
AUG - 7 1972
LAURENCE P. HENIGAN, Clerk
By Pete E. Lucas Deputy

AGREEMENT NO. 72-210

(Agreement for Casework Aide for the Youth Services Bureau)

THIS AGREEMENT made and entered into this 7th day of August, 1972, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and DAVID THACHER, hereinafter called CONTRACTOR,

W I T N E S S E T H:

RECITALS:

1. COUNTY operates a Youth Services Bureau and desires to provide volunteers to serve as casework aides for youth receiving the services of the Youth Services Bureau.
2. COUNTY desires to retain the services of CONTRACTOR, and CONTRACTOR desires to serve as the outreach service of the Youth Services Bureau.

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AGREEMENTS:

1. In accordance with the terms and conditions of this agreement, COUNTY agrees to pay CONTRACTOR monthly for services pursuant to this agreement at the rate of Two Dollars ($2.00) per hour.
2. In accordance with the terms and conditions of this agreement, CONTRACTOR agrees to work with the juveniles in a school in the Washington Unified School District for a maximum of twenty (20) hours per week unless the Director authorizes additional time.
3. IT IS MUTUALLY AGREED AS FOLLOWS:
   a. The casework aide shall be under the direct supervision and guidance of a school counselor or administrator.
   b. The Youth Services Bureau shall maintain responsibility for the conduct of the casework aide.
   c. The casework aide shall respect the confidence of his relationship with the juveniles and will not be expected

to divulge any information to the schools that is potentially damaging to the juveniles he serves.

d. The casework aide will be allowed to express his own individuality in dress and appearance.

e. The term of this agreement shall commence on July 1st, 1972 and shall terminate on September 30th, 1972.

f. No alterations or variations in the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, and no alterations or variations of the terms hereof unless so made, shall be binding on the parties.

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Raymond J. Bell
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Pete E. Lucas
DEPUTY

(SEAL)

David Thacher
DAVID THACHER

FILED
AUG - 7 1972
LAURENCE P. HENIGAN, Clerk
By Pete E. Lucas, Deputy

AGREEMENT NO. 72-211

(Agreement Amending Land Use Contract)

THIS AGREEMENT dated this 7th day of August, 1972, by and between the COUNTY OF YOLO, hereinafter referred to as COUNTY, and PHILLIP HENRY RUED and GERALDINE ERNEST RUED, his wife, as joint tenants, 2740 Road 124, West Sacramento, California 95691, hereinafter referred to as SUCCESSOR,

W I T N E S S E T H:

RECITALS:

1. COUNTY and PAUL LINCOLN RUED, TRUSTEE, entered into a Land Use Contract, Yolo County Agreement No. 71-316 which was recorded in the Office of the County Recorder of the County of Yolo in Book 970 of Official Records at Page 114. Micro Fiched
2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.
3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 71-316.
2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR herein by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, addressed as set forth above.

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IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement the day and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

SUCCESSOR

_____
PHILLIP HENRY RUED

_____
GERALDINE ERNEST RUED

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

All that part lying Westerly of the Westerly tee of the levee of Reclamation District No. 537 of that certain tract of land described in a deed dated December 1, 1908, by Moses Lavensen and Lotta Lavensen, his wife, to Ansen and Lucy Casselman, his wife, said deed being recorded December 8, 1908, in Volume 71 of Deeds, Page 337, Yolo County Records, the description of the land in the above described deed being the following: South half containing 75.67 acres of South half of Section 18, Township 9, North, Range 4, East and partly in Southeast of Section 13, Township 9, North, Range 3, East. The premises hereby conveyed being the South 75.67 acres of said survey 485 and being also South half of all that part of said survey 485 remaining after the conveyance of North 50 Acres, thereof by August Waldeck and wife to Wm. Rodline by deed dated November 4, 1862, and recorded in page 487 in Book of Deeds.

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Lots 5, 6, and 7, according to the map of C. M. Goethe's Colony "A", filed for record in the office of the County Recorder of Yolo County on July 29, 1910 in Book 2 of Maps at Page 28.

PARCEL NO. 24-200-10 CODE AREA 87-014

EXHIBIT "A"

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On August 7, 1972, before me, the undersigned County Clerk of the County of Yolo, personally appeared RAYMOND J. Bell, known to me to be the Vice-Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

WITNESS my hand and official seal the day and year first above appearing.

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LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Kate E. Lucas Deputy

STATE OF CALIFORNIA)
)
COUNTY OF Yolo)

On this 24th July, 1972, before me the undersigned a Notary Public in and for the said county and state, personally appeared PHILLIP HENRY RUED and GERALDINE ERNEST RUED, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 24th day of July, 1972.

Beth L. Lindsey

NOTARY PUBLIC

BETTY L. RANDOLPH
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires March 1, 1975

RECEIVED
SEP - 8 1972
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
SEP - 8 1972
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 72- 212

(Agreement for Passenger Transportation Facilities)

THIS AGREEMENT dated this 7th day of August, 1972, by and between the COUNTY OF YOLO, a political subdivision, hereinafter referred to as COUNTY, and SACRAMENTO TRANSIT AUTHORITY, a public corporation, hereinafter referred to as TRANSIT,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. TRANSIT is a public corporation established under the charter of the City of Sacramento and provides passenger transportation facilities within the eastern part of Yolo County.

2. COUNTY is authorized by Government Code § 26002 to lay out, maintain, control, construct, repair and manage passenger transportation facilities within the County and to cooperate with any city in so doing.

3. COUNTY desires to exercise said authority within the eastern part of the County, and desires to do so in cooperation with the City of Sacramento by this agreement with TRANSIT and has determined that it is a matter of general county concern to do so.

4. The parties hereto recognize the eventuality of the creation of a transit district (Sacramento Regional Transit District) authorized by 1971 California Statutes, Chapter 1374, and that said district is likely to take over the operations of the Sacramento Transit Authority.

5. This contract shall satisfy the requirements of Public Utilities Code §§ 99270 and 99301 added by 1971 California Statutes, Chapter 1400, making that portion of the COUNTY'S funds available under the Mills-Alquist-Deddeh Act of 1971 which the territory served bears to the total County area subject to claim by TRANSIT

as partial consideration for said service.

AGREEMENTS:

1. In accordance with the terms and conditions of this agreement, TRANSIT agrees to continue to maintain, repair and manage passenger transportation facilities in the eastern part of Yolo County consisting of bus service at the present level of fares and service during the term of this agreement. Micro Fiched

2. In accordance with the terms and conditions of this agreement, COUNTY agrees to pay to TRANSIT the sum of $35,277.00, said sum to be made up of the following: $3,000.00 from County General Fund, payable quarterly; $32,277.00 from funds made available by the Mills-Alquist-Deddeh Act of 1971, including $477.00 for planning purposes as required by rules promulgated pursuant to authority of said Act, payable in accordance with the California Administrative Code, Article 21, Chapter 3, Section 1621.

3. IT IS AGREED AS FOLLOWS:

A. The term of this agreement shall commence on July 1, 1972, and shall terminate on June 30, 1973.

B. Neither COUNTY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by TRANSIT under or in connection with the operation of said passenger transportation facility. It is also understood and agreed that pursuant to Government Code § 895.4 TRANSIT shall fully indemnify and hold COUNTY harmless from any damage or liability occurring by reason of anything done or omitted to be done by TRANSIT under or in connection with the operation of said passenger transportation facilities.

4. In the event the Sacramento Regional Transit District is formed and acquires the facilities of TRANSIT, this agreement shall terminate and continued service to COUNTY shall be subject

---

to negotiation between COUNTY and said District.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision

BY Raymond J. Bell
vice CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

(SEAL)

Micro Fiched

SACRAMENTO TRANSIT AUTHORITY, a public corporation

BY William P. Baum
General Manager

(SEAL)

APPROVED AS TO FORM:

John Ketchum
CITY ATTORNEY

~~APPROVED AS TO FORM:~~

~~COUNTY COUNSEL~~

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL

STATE OF CALIFORNIA
STD 2 (REV. 3-72)

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER

THIS AGREEMENT, made and entered into this 1st day of July, 1972 in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Assistant Director	Department of Public Health	113

hereafter called the State, and

Yolo County

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

The terms and conditions stated in Exhibits "A"(F), B, C and D which are attached and made a part hereof, constitute the additional provisions of this agreement.

Micro Fiched

FILED
SEP 20 1972
LAURENCE P. HENIGAN, CLK
By Barbara A. Rodgers
Deputy

Approved as to Form
Dated
County Counsel
of Yolo County

XEROX COPY

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Department of Public Health	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): Yolo County
BY (AUTHORIZED SIGNATURE): Richard H. Smith	BY (AUTHORIZED SIGNATURE): Thomas Wilson
TITLE: Richard H. Smith, Assistant Director Chief, Management and Planning Program	TITLE: VICE-CHAIRMAN, BOARD OF SUPERVISORS
(CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR)	ADDRESS: COUNTY OF YOLO, STATE OF CALIFORNIA

Do Not Write In This Space

Department of Public Health
APPROVED
SEP 14 1972
BY A. Shrader
Asst Chief Counsel

AMOUNT OF THIS ESTIMATE	APPROPRIATION		FUND	
$ 18,500.00	Support		General	
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
$ 388,184.00	246	156	1972	1972/73
ADJ. INCREASING ENCUM. BRANCE $	FUNCTION: Operating Expense & Equipment			
ADJ. DECREASING ENCUM. BRANCE $	LINE ITEM ADJUSTMENT: 109B - 261.1 H 000010-06			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: | DATE: 8/4/72

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1091.13 have been complied with and this document is exempt.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY: | DATE: 7/7/72

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

Micro Fiched

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

RECEIVED
AUG 5 - 1972
CHIEF COUNSEL
Department of General Services

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH
ADDITIONAL PROVISIONS

Exhibit A(F)

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the Equal Opportunity clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) For work or services performed by any individual under this contract, the Contractor shall not be reimbursed at rates in excess of (1) $18.75 per hour during any 24-hour period, or (2) $150.00 for any 24-hour period, inclusive of Contractor's overhead, profits and expenses. In addition, the Contractor may be reimbursed for necessary traveling expenses and per diems for food and lodging at rates not to exceed those applicable to State employees under State Board of Control rules.

Micro Fiched

(7) All equipment, material, supplies or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not fully consumed in the work described herein shall be the property of the State. At the time of purchase of equipment under the terms hereof the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A-1. Contractor shall at the request of the State, submit an inventory of equipment purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually. At the close of the project covered by this agreement the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

(8) Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding $1,000 for any articles, supplies, equipment or services. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

(9) All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system, as determined by the State.

(10) The Contractor shall account for funds provided hereunder in accordance with generally accepted accounting principles, including documents to support accounting record entries. Such records shall be maintained for a period of five years after termination of this contract and shall be available for inspection or audit, at reasonable times, by personnel authorized therefore by the State.

(11) A final invoice and, if required by this contract, a final report shall be submitted by the Contractor within 45 days after the termination date hereof except as may be otherwise specified herein. If a final report is required by this contract, final payment hereon shall be withheld until after receipt by the State of an acceptable report.

(12) Any inventions made in the course of or under this contract shall be promptly and fully reported to the Chief Deputy Director, California State Department of Public Health. Patent applications shall not be filed on such inventions without the prior written consent of the aforementioned individual.

(13) The Contractor shall comply with the Presidential Executive Order No. 11627, dated October 15, 1971, and all guidelines, rules, and regulations of the Cost of Living Council, Pay Board and Price Commission implementing it. The Contractor warrants that no wages, prices or salaries to be paid under this contract will be in excess of the maximum legally allowable pursuant to the foregoing order, rules and regulations.

Contractor Yolo County

Contract # _____

EXHIBIT B

VENEREAL DISEASE CONTROL PROJECT

July 1, 1972 - June 30, 1973

1. The Contractor shall conduct a general gonorrhea control program which incorporates gonorrhea screening, epidemiology and VD education with specific emphasis on high-risk population.

   The Contractor shall conduct said program in such a way as to meet the stipulations set forth by the Contractor in attached Exhibit D.

Micro Fiched

   The Contractor shall report program progress and program expenditures on a quarterly basis on forms provided by the State. The reports will be submitted no later than 30 days after the end of each quarter. Final payment will be withheld pending submittal of final quarterly report.

   The State will supply incubators in kind, on a loan basis, which meet the specifications indicated in the Contractor's Application.

2. Contractor shall assure that all participating laboratories in the Contractor's jurisdiction will be required to participate in training and quality control programs arranged by the Laboratory Services Program of the State Department of Public Health.

   All laboratories participating in the Gonorrhea Control Project shall submit copies of laboratory slips to the Contractor and the State on all cultures tested weekly.

3. Contractor shall require all participating clinics and physicians to report monthly to the Contractor the number of cultures taken, the number of positives and the number of positive patients treated. These records shall be included in monthly reports submitted by the Contractor to the State.

4. The period of this contract shall be from July 1, 1972 through June 30, 1973.

5. The attached Exhibit A (F) entitled "Additional Provisions," is made a part hereof by this reference.

6. The budget for this project (hereinafter referred to as "Budget") is attached and marked Exhibit C and made a part hereof.

Micro Fiched

7. In consideration of the services performed by the Contractor in a manner acceptable to the State, the State shall reimburse Contractor quarterly in arrears in accordance with the budget for actual expenditures only upon submission of an itemized invoice in triplicate stating the time period covered by said invoice. The Contractor shall not exceed by 25% or $2,000 (whichever is less) any individual item in the Budget and in all such cases the Contractor shall submit an explanation of the need for such excess with its invoice.

8. The maximum amount payable to the Contractor shall not exceed the sum of $18,500.

EXHIBIT C

BUDGET

PERSONAL SERVICES

Salaries and Wages	Salary Rate		
1.0 Public Health Nurse	$ 9,354		
.5 Clerk II	5,328		
Total Salaries and Wages		$ 12,018	
Anticipated 4½% Increase		541	
Staff Benefits		2,329	
Total Personal Services		$ 14,888	$ 14,888

OPERATING EXPENSES + EQUIPMENT

Supplies		$ 1,012	Micro Fiched
Travel		600	
Services		2,000	
Total Operating Expenses and Equipment		$ 3,612	3,612
TOTAL BUDGET			$ 18,500

EXHIBIT D

YOLO COUNTY HEALTH DEPARTMENT

VENEREAL DISEASE CONTROL PROJECT

I. Objectives

A. The broad objectives of our expanded activities would be to improve upon our present program within which we strive in a variety of ways to:

1. contribute to prevention of new cases of venereal disease (especially gonorrhea).

2. bring more "at risk" and "asymptomatic positive" patients to evaluation (even though some populations screened might have relatively few of these).

3. identify more of the "current cases."

4. bring these to successful treatment.

5. help prevent recurrent infection.

Micro Fiched

B. More specific objectives would be related to our belief that greater numbers of patients (many of them only potential or possible venereal disease patients) and/or their physicians must be motivated to become involved in participating in one or more of the broad objectives mentioned above. Without clients, there is no program.

C. We realize that to be successful in casefinding, we must bring more people in contact with some form of evaluation or screening (Gc cultures and blood for S.T.S.) program. To do this, we must expand our resources. Then it follows that treatment resources must naturally be increased.

II. Needs, Related to Objectives

The objectives hoped for from this anticipated federal funding grant would be to implement some activities related to B and C in the above paragraph.

In 1971, in this health department, we processed 721 cultures and diagnosed 268 cases of gonorrhea. There is a current trend toward a lower ratio of positive cultures to total cultures. We feel encouraged by this (are more sexually-active patients with questionable symptoms coming in for evaluation? We hope so.)

A. We need to at least triple the number of cultures processed. A target of at least 3,000 is, we feel, possible. (See Screening Site List attached.)

B. We need more outreach methods to obtain more cultures -- from groups and from individuals.

C. We must have more clinic assistance, clerical assistance, and health education assistance -- and some additional laboratory supplies.

III. Activities and Methods

Following are activities and methods that will utilize special funds. We know what we need to do the extended job in light of our present capacity. Our present resources will obviously need to be extended -- we hope to have the opportunity to expand according to our perceived needs; for expansion we will definitely utilize the following:

A. Clinic and Nursing Activity

Micro Fiched

Provide more consistency to present nursing service by having one public health nurse to double as clinic nurse and clinic health educator. She would work not only in the main (Woodland) office, but also in two anticipated new evening clinics (one in the eastern part of the county (Broderick) and one in the south central part (Davis). She would, in addition to her more usual clinic nurse activities, also be a member of our traveling "education team" to make presentations at numerous meetings of various sorts (including school faculty meetings). She will be the principal contact with our anticipated private physicians office culture activity (plans are now being laid for this in anticipation of our extended program). She will be our "Venereal Disease Liaison Nurse."

B. Outreach Activity

1. We would plan to greatly expand our liaison with, and services to, private physicians and the University Health Center. We plan to furnish material, service, and education as needed to help beef up physician culture taking -- especially of asymptomatic women. This also involves increased laboratory activity. We plan an ongoing program of physician education.

2. Spend increased emphasis -- through many avenues of education -- toward the goal of having more sexually-active people come for screening.

3. Increase the amount of Gc culture-taking in situations where pelvic examinations are going on for other reasons:

   a. private offices (see above)

3. b. university students

c. Family Planning Clinic

d. cancer detection procedures

e. "free" clinics in the county

f. Migrant Health clinics

C. Clerical Activities: We anticipate need for several specific services regarding record keeping, tabulation, patient contacts and materials development. We cannot enter an extended program without augmenting our presently over-extended clerical services.

D. Travel time, materials, laboratory (and a few office) supplies and some penicillin: Need for these is obvious even though the need is limited to the "extra activities" anticipated.

Micro Fiched

E. Part-time physician assistance will be needed for our added evening clinics. Some volunteer physician time will also be available and will be fully utilized.

F. Health education consultation will be needed for assistance with many obvious activities associated with our goals. We have no regular health educator on our staff and must rely on part-time assistance which could be available.

IV. Budget

We will need to have the flexibility of making changes in the utilization of the Services and Supplies portion of the budget -- as developing program needs dictate.

SCREENING SITE LIST

COUNTY: Yolo

Micro Fiched

NAME AND ADDRESS OF SCREENING SITES	TYPE OF CLINIC	NUMBER OF CULTURES	LABORATORY USED	DELIVERY SYSTEM
Yolo County Health Dept. Family Planning 10 Cottonwood Woodland, CA	FP	150	Yolo H.D. Lab 10 Cottonwood Woodland, CA	
U.C. Davis Med. Center Davis, CA	SHS	1,000	Yolo H.D. Lab	PHN's by car
Yolo General Hospital (2 EOC Clinics) 170 W. Beamer Woodland, CA	EOC	1,000	Yolo H.D. Lab	PHN's by car
SALUD Clinic (EOC) 530 C Street Broderick, CA	EOC	500	Yolo H.D. Lab	PHN's by car
TOTAL		2,650		

RECEIVED
NOV 15 1972
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
NOV 15 1972
LAURENCE P. HENIGAN, Clerk
By Barbara A Rodgers Deputy

(21)

AGREEMENT NO. 72-214

(Joint Exercise of Powers Agreement for Computer Services)

THIS AGREEMENT made and entered into this 7th day of August, 1972, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and the CITY OF WOODLAND, a municipal corporation, hereinafter called CITY,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY provides for itself computer services consisting of the use of a certain computer and related data processing equipment and the services of personnel skilled in its operation and is willing to make its excess capacity for computer services available to CITY.
2. CITY desires to obtain such computer services.
3. The purpose of this agreement is to enable COUNTY pursuant to the Joint Exercise of Powers Act, Government Code §§ 6500, et seq. to provide such computer services to CITY.

AGREEMENTS:

1. COUNTY shall provide computer services to CITY in the manner provided for in this agreement to the extent to COUNTY's capacity to do so in addition to the services required to meet COUNTY's current and future needs.
2. The computer service shall be provided at times designated by COUNTY and shall consist of the use of the computer and related data processing equipment set forth herein, and all the services of its employees set forth herein required for the operation of the computer and related data processing equipment, except as hereinafter provided.
3. CITY shall pay COUNTY for computer services at a flat monthly

charge of FIVE HUNDRED AND FIFTY DOLLARS ($550.00) per month. Payment shall be made at the conclusion of each month's services upon presentation of a claim therefor. Micro Fiched

4. It is agreed by said CITY and COUNTY that the flat monthly charge provided in Paragraph 3 hereof is predicated upon levels of business and extent to use by CITY which are equal to the average level of business and the extent of use in the twelve months that preceded the execution of this agreement. If at any time during the term of this agreement, the level of business and extent of use by CITY measured by computer time exceeds 120 % of the average level of business and extent of use provided for herein so measured, then CITY and COUNTY agree that the flat monthly charge will be renegotiated to reflect such increase in the volume of use retroactive to the first fiscal year in which the level of use and extent of use exceeded said average. CITY and COUNTY agree that such negotiations will be completed within sixty (60) days of the last day of the fiscal year in which an excess occurs. CITY and COUNTY further agree that the further negotiated flat monthly charge shall be directly proportional to the increase in use by CITY.

5. In the event that the services of a programmer are required, CITY, at its own expense, shall employ a programmer; however, the person so employed shall be subject to the approval by the Auditor of COUNTY. CITY agrees that no programming for its electronic data processing requirements will be done during the regular working hours of COUNTY's programmer.

6. COUNTY and CITY agree that the COUNTY's electronic data processing equipment will be used pursuant to this agreement for the following purposes exclusively:

a) Preparation of accounts payable warrants monthly;

b) Preparation of payroll warrants monthly;

c) Preparation of flat rate utility bills bi-monthly;

d) Preparation of meter utility bills monthly;

e) Reports of utility bill receipts weekly and monthly;

f) Preparation of accounting reports monthly;

g) Such additional purposes as may be established by mutual agreement between City Manager and County Auditor-Controller.

7. The parties shall be strictly accountable for all funds and for reports of all receipts and disbursements. Micro Fiched

8. Upon completion of the purposes of this agreement, any surplus acquired or money on hand shall be returned in proportion to the contributions made.

9. The term of this agreement shall commence on July 1, 1972, and shall continue until terminated by either party upon twelve months' notice of intention to terminate given in writing to the other party, which notice may be waived at any time by either party.

10. Neither COUNTY nor any officer or employee thereof is responsible for any damage or liability occuring by reason of anything done or omitted to be done by CITY under or in accordance with any matter not delegated to COUNTY under this agreement. Pursuant to Government Code § 895.4, CITY shall fully indemnify and hold COUNTY harmless for any damage or liability occuring by reason of anything done or omitted to be done by CITY under or in connection with any matter not delegated to COUNTY under this agreement.

11. Neither CITY nor any officer or employee thereof is responsible for any damage or liability occuring by reason of anything done or omitted to be done by COUNTY, under or in connection with any matter delegated to COUNTY under this agreement. Pursuant to Government Code § 395.4, COUNTY shall fully indemnify and hold CITY harmless from any damage or liability occuring by reason of anything done or omitted to be done by COUNTY

under or in connection with any matter delegated to COUNTY under this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
Vice CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

Micro Fiched

CITY OF WOODIAND, a municipal corporation

BY _____

ATTEST:

_____
CLERK

(SEAL)

FILED
AUG 14 1972
LAURENCE P. HERGAN, Clerk
By [illegible] Deputy

13

AGREEMENT NO. 72-215

(Land Use Contract After Division of Subject Property)

THIS LAND USE CONTRACT AFTER DIVISION OF SUBJECT PROPERTY dated this 19th day of June, 1972, by and between the COUNTY OF YOLO, a political subdivision, hereinafter referred to as COUNTY, and EUGENE T. LAUGENOUR, JR., BEVERLY C. LAUGENOUR, IRENE LAUGENOUR, and CHARLES ROSS LAUGENOUR, hereinafter referred to as OWNER, and JOE S. TANAKA and HIROMI JANE TANAKA, his wife, TAKESHI B. TANAKA and JANET Z. TANAKA, his wife, and RICHARD A. TANAKA and YOSHIKA TANAKA, his wife, hereinafter referred to as SUCCESSORS, whose mailing address is 204 Gibson Road, Woodland, California 95695,

Micro Fiched

W I T N E S S E T H:

RECITALS:

1. COUNTY AND OWNERS entered into a Land Use Contract, Yolo County Agreement No. 71-251 which is recorded in the Office of the County Recorder of the County of Yolo in Volume 969 of Official Records at page 22, hereinafter referred to as Land Use Contract.
2. Said Land Use Contract provides for execution of a Contract identical to the Contract then covering the original parcel on each parcel created by the division.
3. OWNER has divided the subject property of said Land Use Contract by conveying to SUCCESSORS the property described in Exhibit "A" attached hereto and incorporated by reference herein, hereinafter referred to as Exhibit "A" property.
4. The parties desired to enter into this Land Use Contract after Division of the Subject Property as the Contract identical to the Contract covering the original parcel.

Micro Fiched

State of California }
County of Marin } ss

— ACKNOWLEDGMENT—General —

On this 22nd day of June A. D. 1972 before me,
S. Edith Ench a Notary Public in and for the said
County and State, residing therein, duly commissioned and sworn, personally appeared Beverly C. Laugenour

known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

S. Edith Ench
Notary Public in and for said County and State of California

My Commission Expires June 21, 1974

OFFICIAL SEAL
S. EDITH ENCH
NOTARY PUBLIC-CALIFORNIA
MARIN COUNTY
My Commission expires June 21, 1974

Form GA — Sam Hopkins Legal Forms Printing Service, 2328 Fruitvale Ave., Oakland, Calif.

State of California
County of Sacramento
On this 19th day of June, 1972, before me the undersigned, a Notary Public in and for said County and State, personally appeared Eugene T. Laugenour, Jr. known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.
WITNESS MY HAND AND OFFICIAL SEAL.

Dorothy H. LeDoux

DOROTHY H. LeDOUX
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SACRAMENTO COUNTY

Dorothy H. LeDoux, Notary Public
in and for the County of Sacramento
State of California
My Commission expires July 23, 1975

AGREEMENTS:

1. SUCCESSORS and their heirs, successors and assigns as to the Exhibit "A" property shall be bound by all the terms and conditions of said Land Use Contract and shall enjoy the rights and powers of OWNER as provided therein.

2. OWNER and their heirs, successors and assigns as to the remaining land described in said Land Use Contract shall be bound by the terms and conditions of said Land Use Contract and shall enjoy the rights and powers of OWNER as described therein.

3. All notices as to the Exhibit "A" property to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, at the address set forth above.

Micro Fiched

4. Except as set forth herein, all the terms and conditions of said Land Use Contract are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Land Use Contract after Division of Subject Property the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

(SEAL)

BY _____
Vice-CHAIRMAN OF THE BOARD OF SUPERVISORS

_____
EUGENE T. LAUGENOUR, JR.

_____
BEVERLY C. LAUGENOUR

_____
IRENE LAUGENOUR

_____
CHARLES ROSS LAUGENOUR

JOE S. TANAKA

HIROMI JANE TANAKA

TAKESHI B. TANAKA

JANET Z. TANAKA

RICHARD A. TANAKA

YOSHIKA TANAKA
Y.T.

Micro Fiched

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On August 14, 1972, before me, the undersigned County Clerk of the County of Yolo, personally appeared ~~RAYMOND J. BELL~~ ~~J. DUBOIS COUPHENG~~, known to me to be the Vice-Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

WITNESS my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN, Clerk

LAURENCE P.HENIGAN, COUNTY CLERK

By Rita E. Lucas DEPUTY

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this 27 of June, 1972, before me the undersigned, a Notary Public in and for said County and State, personally appeared Irene Laugenour and Charles Ross Laugenour

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL the day and year first above appearing.

Virginia M. Corson

NOTARY PUBLIC in and for said County and State

STATE OF CALIFORNIA)
)
COUNTY OF YOLO)

On this July 14, 1972, 1972, before me the undersigned, a Notary Public in and for said County and State, personally appeared Joe S. Tanaka, Hiromi Jane Tanaka, Takeshi P. Tanaka, Janet Z. Tanaka, Richard A. Tanaka and Yoshiko Tanaka

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL the day and year first above appearing.

Virginia M. Cameron
NOTARY PUBLIC in and for said
County and State

Micro Fiched

Exhibit "A"

Micro Fiched

Lots 20 to 27, inclusive, Coward's Subdivision of the Marston Tract, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on June 19, 1907 in Book 41 of Deeds, at page 483.

EXCEPTING THEREFROM the following described parcels of land:

(a) That portion of Lot 22 described as: Commencing at a point which bears South 0° 36' East 330.79 feet and South 89° 24' West 20 feet from an iron pipe set marking the corner common to Sections 4, 5, 8 and 9, Township 13 North, Range 3 East, M.D.B.&M., as said section corner is located in the subdivision of the Grading Plan Jones Tract, and extending thence North 0° 36' West up and along the West line of the County Road along the line between Sections 4 and 9, for a distance of 263.79 feet to the point of intersection with the South line of the County Road along the line between Sections 8 and 9; thence South 89° 45' West up and along the South line of last mentioned road a distance of 233.33 feet to a point; thence along a curve to the right with a radius of 230.39 feet for a distance of 359.07 feet to the place of beginning, containing 0.41 acres, and being the same land conveyed by Charles T. Langenour and wife, to Yolo County, by deed dated June 14, 1920, recorded in Book 93 of Deeds, at page 150.

(b) That portion of Lots 21 and 22 described as: Beginning at a point in the center line of State Highway #31, which point bears South 0° 36' East 533.18 feet from the point of intersection of said State Highway and the Northeast corner of the aforementioned subdivision; said point of intersection also being the Northwest corner of that certain 15.16 acre tract in the name of Tony L. Tonin as shown on the Map of the T. F. Langenour Estate Lands, which map is filed for record in Book 4 of Maps and Surveys, page 43, Yolo County Records; thence from said point of beginning, North 88° 43' West 321.24 feet; thence North 0° 14' East 317.24 feet to a point in the center line of said State Highway at the end of a curve; running thence along said center line Southeasterly on a curve to the right, having a radius of 317.77 feet, a distance of 495.35 feet to the beginning of said curve; thence South 0° 36' East 209.48 feet to the point of beginning, containing 3.309 acres, more or less, and being the same land conveyed by Eugene T. Langenour, et al., to Howard M. Stafford and wife, by deed dated October 16, 1952, recorded in Book 353 of Official Records, at page 329.

BOOK 1019 PAGE 111

RECEIVED
MAR 30 1973
LAURENCE P. HENIGAN, Clerk
By..... Deputy

FILED
MAR 30 1973
LAURENCE P. HENIGAN, Clerk
By Barbara A Rodgers

AGREEMENT NO. 72-216

FOR ALLOCATION OF STATE AID TO COUNTIES FOR COUNTY VETERAN SERVICE OFFICER

No. 53

THIS AGREEMENT, made and entered into this first day of July, 1972 at Sacramento, County of Sacramento, State of California, by and between State of California, through its duly elected or appointed, qualified and acting DIRECTOR, DEPARTMENT OF VETERANS AFFAIRS, hereinafter called the State, and THE COUNTY OF YOLO, hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the Contractor has filed an application for financial aid for County Veteran Service Officer operational costs, under the provisions of Chapter 1493, Statutes of 1945 as amended (Sections 971-972, Military and Veterans Code); and

Micro Fiched

WHEREAS, it is understood that the County Veteran Service Officer is to assist every veteran of any war of the United States and the dependents of every such deceased veteran in presenting and pursuing such claim as the veteran may have against the United States arising out of war service, and establishing the veteran's right to any privilege, preference, care, or compensation provided for by the laws of the United States or of this State, and that such Veteran Service Officer shall not directly or indirectly charge or receive from the veteran or his dependent any compensation or thing of value for such services except such salary and expenses as provided by the Contractor; and

WHEREAS, the State has reviewed said application and authorized the execution of this agreement;

It is agreed as follows:

THE CONTRACTOR AGREES:

To hire and pay the salaries of the County Veteran Service Officer and such additional employees, if any, as it may deem necessary to perform the duties designated in Section 971 of the Military and Veterans Code, as required for such County Veteran Service Officer's activities of the Contractor for the period July 1, 1972 to and including June 30, 1973, substantially as outlined in the Contractor's application.

"I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1301.12 have been complied with and this document is exempt from review by the Department of Finance." Chris A. Bunn

BUDGET CERTIFICATION

I hereby certify upon my own personal knowledge that budget funds are available for this encumbrance.

Charge: Chapter 156/72 (154)
Contribution to Counties Towards Compensation and Expenses of County Veteran Service Officers Farm and Home Building Fund of ~~1943~~

Micro Fiched

Signature of Accounting Officer

To comply with the terms and conditions of the Fair Employment Practices Addendum attached to this contract and bearing for purposes of identification at the lower right hand corner thereof a legend "STD FORM 3 (4/65)".

That this agreement may be terminated by either party on thirty days written notice addressed to the other.

That in the event of any disagreement as to whether expenditures are reimbursable under this agreement, the decision of the State thereon shall be final.

To submit claims to the State, in triplicate, certified by the County Auditor, not later than the last day of the month following each second calendar quarter, for reimbursement for expenditures incurred under this agreement.

Micro Fiched

To conform to rules, regulations, and standards fixed by the State pursuant to Sections 971 and 972 of the Military and Veterans Code. That reimbursement by the State shall be contingent upon performances by the Contractor of its obligations hereunder.

To permit representatives of the State to inspect the performance of services provided for herein and to examine all facilities and records in connection therewith at any reasonable time.

THE STATE AGREES TO REIMBURSE THE CONTRACTOR

For expenditures incurred and paid in carrying out its obligations hereunder, with the exception of Capital Outlay expenditures as follows:

1. 95% of the salary paid to the County Veteran Service Officer, or $75 per month toward the payment of such salary, whichever is the lesser amount. (Statutory maximum: $75.)

2. Not less than 30% nor more than 80% of the salary paid one assistant to the County Veteran Service Officer. In the event the salary of the assistant equals or exceeds that of the County Veteran Service Officer, the reimbursement for salary of the assistant shall be at the minimum of 30%.

3. Not less than 20% nor more than 25% of the salaries of

additional assistants to the County Veteran Service Officer.

4. In no event shall the total amount of State subvention funds expended on any county veteran service office exceed $30,000.

5. Surplus funds may be reallocated at the discretion of the department to those counties which now or in the future may provide services not now provided under contract.

Provided, however, that the total amount of reimbursement under this agreement shall not exceed the sum of Five Thousand Eight Hundred Thirty Seven and 92/100 - - - - - - - - DOLLARS ($ 5,837.92);

In the event additional assistants are employed and their duties are not solely restricted to County Veteran Service Officer activities, salaries as used above shall mean a pro rata of the salaries and retirement contributions, for such assistants, attributable to performance of County Veteran Service Officer functions as described in this agreement.

Micro Fiched

The Contractor agrees to indemnify and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract. The Contractor shall provide necessary workman's compensation insurance at Contractor's own cost and expense.

In the event this agreement is terminated for any reason, no expenditures incurred by the Contractor for the period subsequent to the date of termination shall be used as a basis for reimbursement hereunder.

It is further agreed that this agreement may be amended by mutual consent of the parties hereto.

All notices herein provided to be given or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United State Mail, registered and postage

paid, and addressed as follows: Department of Veterans Affairs, P. O. Box 1559, Sacramento, California 95807; and to the Contractor, c/o Board of Supervisors at the County Courthouse of the Contractor at its County Seat. The address to which the notices shall or may be mailed to either party may be changed by written notice given by such party to the other, as hereinbefore provided; but nothing herein contained shall preclude the giving of any such notice by personal service.

This agreement is not assignable in whole or in part.

IN WITNESS HEREOF the parties have hereunto set their hand the day and year first written above.

COUNTY OF YOLO

BY _____
CHAIRMAN

Title BOARD OF SUPERVISORS

DEPARTMENT OF VETERANS AFFAIRS

Micro Fiched

_____
Director

_____
Manager
Veteran Services

POLICY NUMBER
Department of Personnel Services
APPROVED
MAR 22 1973
BY _____
Ass't. Chief Counsel

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

Micro Fiched

3. Remedies for Willful Viclation:

(a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

book

FILED
AUG 14 1972
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

Agreement No. 72-217

Woodland, California

August 14, 1972

Pauline M. Kier, Et Al
Grantors

RIGHT OF WAY CONTRACT - COUNTY HIGHWAY

Document No. 72-30 in the form of a Highway Easement Deed, covering the following described property:

A strip of land five (5) feet wide in Section 13, Township 11 North, Range 2 West, M.D.B. & M., the Westerly line of said strip being described as follows:

BEGINNING at a point 20 feet Easterly of the West line of said Section 13 and 20 feet Southerly of the North line of said Section 13; thence South 00°54'00" West 2140 feet parallel with said West line of Section 13 and distant 20.00 feet therefrom to a point, being the Southwest corner of the herein described strip containing 0.246 acre of land.

Micro Fiched

and Document No. 72-29 in the form of a Highway Slopes Easement Deed, covering the following described property:

A strip of land twenty-five(25) feet wide in Section 13, Township 11 North, Range 2 West, M.D.B. & M., the Westerly line of said strip being described as follows:

BEGINNING at a point 25 feet Easterly of the West line of said Section 13 and 20 feet Southerly of the North line of said Section 13; thence South 00°54'00" West 2140 feet parallel with said West line of Section 13 and distant 25.00 feet therefrom to a point, being the Southwest corner of the herein described strip containing 1.228 acre of land.

have been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantors the sum of $185.00 for the property as conveyed by Highway Easement Deed No. 72-30 and Highway Slopes Easement Deed No. 72-29 (Herein described) within sixty (60) days after title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

The above transaction will be handled through an escrow number 61220 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

Micro Fiched

C. Construct a wire mesh and barbed wire property fence with steel posts along the Westerly line of the hereinabove described Highway Slopes Easement.

D. Construct a sheep-proof flap gate on the end of each culvert which terminates in the Highway Slope Easement hereinabove described.

III. Grantors hereby agree to permit County to enter upon the lands of the Grantors as may be necessary to accomplish the work as described in C above.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: August 14, 1972
u

Recommended for Approval

By /s/ Lloyd H. Roberts.

Grantor

Grantor

Grantor

Grantor

Grantor

Grantor

Grantor

Raymond J. Bell
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

Approved as to Form
Dated August 18, 1972

County Counsel of Yolo County
By Robert A. Ledel
Deputy

Micro Fiched

(13)

To:

Auditor
Co. Counsel
Veteran Service Office

BOARD OF SUPERVISORS
Yolo County, California

Date: January 29, 1973
Entry No. 13

File:
VETERAN SERVICE OFFICE-State Aid

MINUTE ORDER NO. 73-130: APPROVED A CHANGE IN AGREEMENT NO. 72-216, PAGE 3, LINE 9, TO READ $5,837.92 INSTEAD OF $5,941.92, AND INSTRUCTED THE CLERK TO EXCHANGE THE INCORRECT SHEET FOR THE CORRECT SHEET, IN SAID AGREEMENT.

Micro Fiched

Upon motion of Supervisor Espigares , **seconded by Supervisor** Marchand , **and duly carried, the above Minute Order was so ordered by the following vote:**

Ayes: Stephens, Marchand, Duncan, Espigares, Edmonds.

Noes: None.

Absent: None.

ORIGINAL

FILED
AUG 14 1972
LAURENCE P. HENGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 72-218

Woodland, California,

August 14, 1972

Antone Kareofelas and Pearl Kareofelas, his wife

Grantors

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 72-34 in the form of a Highway Easement Deed and Document No. 72-35 in the form of an Easement Deed covering the following described properties:

Document No. 72-34 Highway Easement Deed

A parcel of land being a portion of the Northwest Quarter of Section 23, T. 11 N., R. 2 E., M.D.B. & M., Yolo County, California, more fully described as follows:

Micro Fiched

COMMENCING at the West Quarter corner of Section 23; thence South 89°46'15" East 30.00 feet along the South line of said Northwest Quarter to the East right of way line of County Road No. 102, THE TRUE POINT OF BEGINNING; THENCE North 00°11'15" West 1114.00 feet along said East right of way line to the North line of that parcel of land described in Book 97 of Official Records at Page 171, Yolo County Records; thence South 89°46'15" East 37.03 feet along said North line to a point in a nontangent curve, a radial line thru said point bears North 88° 46'50" West; thence Southerly along said curve, concave to the East, with a radius of 3950.00 feet, thru a central angle of 00°49'04", an arc length of 56.38 feet to a point in a non-tangent line, a radial line thru said point bears North 89°35'54" West; thence South 29°59'00" West 10.21 feet; thence South 00°01'00" East 40.00 feet; thence South 30°01'00" East 10.00 feet; thence South 00°01'00" East 1000.50 feet to the South line of said Northwest Quarter; thence North 89°46'15" West 32.78 feet along said South line to the true point of beginning.

Containing 0.878 acres.

Document No. 72-35 Easement Deed

That the GRANTORS, hereby grant to the GRANTEE, its successors and assigns forever, and easement and right of way for the establishment, construction and maintenance of a ditch and irrigation system on and upon the following described property situate, lying and being in the County of Yolo, State of California

described as follows, to-wit:

A parcel of land being a portion of the Northwest Quarter of Section 23, T. 11 N., R. 2 E., M.D.B. & M., Yolo County, California, more fully described as follows:

COMMENCING at the West Quarter corner of said section 23; thence South 89°46'15" East 62.78 feet along the South line of the Northwest Quarter of Section 23 to the TRUE POINT OF BEGINNING; THENCE North 00°01'00" West 100.50 feet; thence North 30°01'00" West 10.00 feet; thence North 00°01'00" West 40.00 feet; thence North 29°50'00" East 10.21 feet to a point in a non-tangent curve, a radial line thru said point bears 89-35'54" West; thence Northerly along said curve, concave to the East, with a radius of 3950.00 feet, thru a central angle of 00°49'04", an arc length of 56.38 feet to a point in a non-tangent line, the North line of that parcel of land described in Book 97 of Official Records at Page 171, Yolo County Records, a radial line thru said point bears North 88°46'50" West; thence along said North line South 89°46'15" East 35.00 feet to a point in a nontangent curve, a radial line thru said point bears North 88°46'18" West; thence Southerly along said curve, concave to the East, with a radius of 3915.00 feet, thru a central angle of 01°01'32", an arc length of 70.08 feet to a point in a nontangent line, a radial line thru said point bears North 89° 47'50" West; thence South 89°59'00" West 35.03 feet; thence South 00°01'00" East 30.00 feet; thence North 89°59'00" East 35.00 feet; thence South 00°01'00" East 1014.31 feet to the South line of said Northwest Quarter; thence North 00°46'15" West 35.00 feet along said South line to the true point of beginning.

Containing 0.877 acres.

Micro Fiched

With the right of ingress and egress thereto and therefrom for the purpose of construction, maintenance and operation of an irrigation ditch and for no other purpose.

TO HAVE AND TO HOLD all and singular the above mentioned and described premises, together with the appurtenances unto the said GRANTEE, its successors and assigns forever. The above documents have been executed and delivered to the Director of Public Works of the County of Yolo.

IT IS AGREED that the grant of easement and right of way for the ditch and irrigation system provided for herein is made as a replacement for that certain easement and right of way for a ditch and irrigation system executed by J. F. Prather to H. W. Meek Estate, Incorporated, dated April 22, 1925, and re-

corded May 9, 1925, in Book 109 of Deeds at page 413, which was held not to have been abaondoned or lost by adverse possession in the Memorandum Opinion in the County of Yolo v. Lloyd S. Farnham, et al, Yolo County Superior Court No. 24162.

In consideration of all that which is set forth above, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said documents and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

Micro Fiched

II. The County shall:

A. Pay the undersigned grantors the sum of $1245.00 for the properties as conveyed by Highway Easement Deed No. 72-34 (herein described) and Easement Deed No. 72-35 (herein described) within sixty (60) days after date title to said properties vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements and leases recorded and/or unrecorded.

This transaction will be handled through an escrow number 58448 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Anton Karoglan

Pearl Karoglan

Grantors

Recommended for Approval

by _____

COUNTY OF YOLO, State of California.

BY _____

CHAIRMAN OF THE BOARD OF SUPERVISORS

NO OTHER OBLIGATION THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Micro Fiched

Approved as to Form:

_____

Deputy County Counsel

FILED
AUG 21 1972
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 72-219

(Agreement for Casework Aide for the Youth Services Bureau)

THIS AGREEMENT made and entered into this 14th day of August, 1972, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and DIANE BOSNICH, hereinafter called CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY operates a Youth Services Bureau and desires to provide volunteers to serve as casework aides for youth receiving the services of the Youth Services Bureau.
2. COUNTY desires to retain the services of CONTRACTOR, and CONTRACTOR desires to serve as the outreach service of the Youth Services Bureau.

AGREEMENTS:

1. In accordance with the terms and conditions of this agreement, COUNTY agrees to pay CONTRACTOR monthly for services pursuant to this agreement at the rate of Two Dollars ($2.00) per hour.
2. In accordance with the terms and conditions of this agreement, CONTRACTOR agrees to work with the juveniles in a school in the Washington Unified School District for a maximum of twenty (20) hours per week unless the Director authorizes additional time.
3. IT IS MUTUALLY AGREED AS FOLLOWS:
   a. The casework aide shall be under the direct supervision and guidance of a school counsellor or administrator.
   b. The Youth Services Bureau shall maintain responsibility for the conduct of the casework aide.
   c. The casework aide shall respect the confidence of her relationship with the juveniles and will not be expected

to divulge any information to the schools that is potentially damaging to the juveniles she serves.

d. The casework aide will be allowed to express her own individuality in dress and appearance.

e. The term of this agreement shall commence on August 1st, 1972 and shall terminate on September 30th, 1972.

f. No alterations or variations in the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, and no alterations or variations of the terms hereof unless so made, shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Vice-CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY DEPUTY

(SEAL)

Micro Fiched

DIANE BOSNICH

FILED
AUG 21 1972
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 72-220

(Agreement for Editing, Keypunching, and Computerization of Yolo County Probation Department Case Data.)

THIS AGREEMENT, dated this 21st day of August, 1972 by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the NATIONAL COUNCIL ON CRIME AND DELINQUENCY, hereinafter called CONTRACTOR.

W I T N E S S E T H:

Micro Fiched

AGREEMENTS:

1. In accordance with the terms and conditions of this Agreement, CONTRACTOR hereby agrees to provide editing, keypunching, and computerization of individual Yolo County Probation Department case data, data to be summarized and statistically analyzed.
2. CONTRACTOR hereby agrees to provide said summaries and analysis in response to administrative needs of the Yolo County Probation Department.
3. CONTRACTOR hereby agrees to provide Professional Consultation, within the limits of other work-time commitments, on program development, applications for grant funding, and research programming.
4. Any data collected or maintained by the CONTRACTOR is and

shall remain the property of the Yolo County Probation Department unless otherwise hereafter agreed to by the parties.

5. CONTRACTOR hereby agrees to provide the above stated services on the following basis:

-- Management Summaries. These will vary according to and be responsive to annual administrative needs. An example would be a complete description of all referrals, their characteristics, and their movement through the court-probation process.

Micro Fiched

-- Analytic Comparisons. Again, these would be primarily in response to direct questions posed by probation staff. One planned analysis that will be carried is an examination of significant differences between probation subsidy clients and others, in terms of their characteristics and case outcomes. This type of comparison can and will be made among any client subgroups identifyable within the data collection.

-- Component Evaluations. The effectiveness, measured in terms of case outcome, of specific programmed probation efforts (informal probation, behavior modification approaches, drug counseling, etc) will be determined upon request - provided that groups of clients involved in these programs can be identified for study, and that

additional data collection is not required.

-- Information Accesses. Provide answers from the data bank to specific questions, as needed. The idea, here, is to provide quick-response capability for management planning information. For example, information such as the number of minority youngsters referred to probation by law enforcement for burglary in the West Sacramento area can be provided within twenty-four hours of the request.

	Micro Fiched
Personnel	
Variable Time Research Associate	$ 2,000
Agency Overhead 35.5% x $2,000 (Federally approved overhead rate)	710
Consultant Time	
16 days @ $135/day	2,160
Supplies	150
Postage and Shipping	50
Telephone	20
Occupancy	100
Data Process and Equipment Rental	150
Computer Time	300
Other Miscellaneous	100
Equipment Purchase	200
Travel	60

6. In consideration, COUNTY agrees to pay the stipulated sum of $6,000 as follows:

a. Fifteen hundred dollars ($1500) payable within one-month of the execution of this agreement.

b. Fifteen hundred dollars ($1500) payable October 1, 1972.

c. Fifteen hundred dollars ($1500) payable January 1, 1973.

d. Fifteen hundred dollars ($1500) payable on June 30, 1973 upon proof satisfactory to COUNTY that CONTRACTOR has incurred the expenses under this agreement.

7. IT IS MUTUALLY AGREED AS FOLLOWS:

a. The terms of this Agreement shall be considered to have commenced on the 1st day of July, 1972, and shall terminate on June 30, 1973.

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

NATIONAL COUNCIL ON CRIME AND DELINQUENCY

BY Peter S. Venezia

COUNTY OF YOLO, a political subdivision of the State of California

BY Raymond Wall
Vice

ATTEST:

LAURENCE P. HENIGAN, Clerk

BY Barbara Rodgers
DEPUTY

(SEAL)

CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Approved as to Form
Dated _____
CHARLES R. MACK
County Counsel of Yolo County
BY ROBERT A. RUNDSTROM
Deputy County Counsel

RECEIVED
SEP - 5 1972
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
SEP - 5 1972
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 72-221

(Extension of Lease)

THIS EXTENSION OF LEASE made and entered into this 21st day of August, 1972 by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as LANDLORD, and AMERICAN-MODOC, INC., a corporation, hereinafter referred to as TENANT,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. The parties hereto entered into Yolo County Agreement No. 70-409, a lease dated August 1, 1970, whereby LANDLORD leased to TENANT a portion of the County airport facilities, Yolo International Airport, for a period of one (1) year commencing on August 1, 1970, and for a total rental of $1800 payable in advance at the office of the Auditor of the County of Yolo.
2. The parties hereto, on August 1, 1971, entered into Yolo County Agreement No. 71-475 extending said lease for a period of one year, commencing on August 1, 1971.
3. The parties desire to extend the term of said lease.

AGREEMENTS:

1. It is hereby agreed by LANDLORD and TENANT that the term of said Agreement No. 70-409 and Agreement No. 71-475 are hereby extended for the term of one (1) year commencing on the 1st day of August 1972.
2. In all respects, the terms of said Agreement No. 70-409 and Agreement No. 71-475 are hereby ratified and confirmed and the LANDLORD and TENANT shall be obligated thereby during the term of this Extension of Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Extension of Lease the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____, Deputy

Micro Fiched

(SEAL)

AMERICAN-MODOC, INC., a corporation

BY _____
President

BY _____
Secretary

(SEAL)

To:

Auditor
County Counsel
Health

BOARD OF SUPERVISORS
Yolo County, California

Date: August 21, 1972
Entry No. 33

File:
HEALTH- Venereal Disease Control Program.

SEE:
AGREEMENT BOOK NO. 20

Micro Fiched

MINUTE ORDER NO. 72-1167: RESCINDED MINUTE ORDER NO. 72-1159, AND AGREEMENT NO. 72-222, PREVIOUSLY APPROVED THIS DAY BY THE BOARD, WITH THE STATE DEPARTMENT OF PUBLIC HEALTH FOR A VENEREAL DISEASE CONTROL PROGRAM, AS SAID ACTION HAD ALREADY BEEN TAKEN ON AUGUST 7, 1972, BY MINUTE ORDER NO. 72-1094 AND AGREEMENT NO. 72-213.

Upon motion of Supervisor Duncan, seconded by Supervisor Edmonds, and duly carried, the above Minute Order was so ordered by the following vote:

Ayes: Edmonds, Duncan, Espigares, Bell.

Noes: None.

Absent: Stephens.

XEROX COPY

ORIGINAL

Agreement No. 72-223

Book

Yolo County, California

August 21 1972

A.I. Diepenbrock
Renato R. Parenti, Executors of the Estate
of Norma Shine Burris, Deceased

Grantors

FILED
AUG 21 1972
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

agreement No. 72-223

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 72-38 in the form of a Drainage Easement Deed, covering the following described property:

A 10 foot wide strip of land being the West 10 feet of Lot 29 of Carly Acres, as Lot 29 appears on the Map of Carly Acres filed in Book 3 of Maps at Page 33 in the Office of the Recorder of the County of Yolo, California, said strip being more fully described as follows:

COMMENCING at the Northwest corner of Lot 29; thence South 00°34'42" East 20.01 feet along the West line of Lot 29 to the Southerly right of way line of Evergreen Avenue, THE TRUE POINT OF BEGINNING; THENCE continuing South 00°34'42" East 619.85 feet along the West line of Lot 29 to the Northerly right of way line of Interstate Route No. 80; thence North 89°50'50" East 10.00 feet along said Northerly right of way line; thence North 00°34'42" West 620.22 feet along a line parallel with and 10.00 feet Easterly of the West line of Lot 29 to the Southerly right of way line of Evergreen Avenue; thence South 87°43'40" West 10.00 feet along said Southerly right of way line to the true point of beginning.

Micro Fiched

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantors the sum of $1,860.00 for the property as conveyed by Drainage Easement Deed No. 72-38 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

Micro Fiched

This transaction will be handled through an escrow number 66178 with Western Title Company.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

III. This agreement is expressly subject to the undersigned Grantor's obtaining court approval under the provisions of Probate Code Section 587, in the matter of the Estate of Norma Shine Burris. COUNTY agrees, in addition to all of the other considerations herein set forth, to pay the sum of TWO HUNDRED AND FIFTY DOLLARS ($250 00) as and for additional legal expense incurred by the undersigned, as Executors of the estate of NORMA SHINE BURRIS, in connection with obtaining said court approval.

IV. The easement shall be nonexclusive and shall be used only for the construction, maintenance and operation of a 36" diameter reinforced concrete underground drainage pipe. Promptly following construction thereof, County shall return the surface of the easement to a compact and level condition without expense of any sort to grantors.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

A. R. Superbrook

Executors of the Estate of
NORMA SHINE BURRIS, Deceased

Grantors

Recommended for Approval,

By Lloyd H. Roberts

Vice-Chairman, Board of Supervisors
County of Yolo, State of California

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED

Micro Fiched

Approved as to Form
Dated _____

County Counsel of Yolo County

HERE

XEROX Government Service Agreement

YOLO COUNTY
AGREEMENT NO. 72-224

AUG 28 1972
LAURENCE P. HENIGAN, Clerk
By: Pete E. Lucas

We agree to lease ONE XEROX 660-1 BILL CODE

to be installed at the address(es) indicated below, subject solely to the following terms and conditions: (a) in the case of a federal government agency, the terms and conditions of the contract between Xerox Corporation and the General Services Administration as revised from time to time; (b) in the case of a state or local governmental agency, the terms and conditions in Xerox Corporation's State and Local Government Price List, Schedule C, as revised from time to time.

Contract No. | Group No.

Customer Name and Billing Address	Installation Address
ASSESSOR'S OFFICE	ASSESSOR'S OFFICE
COUNTY COURT HOUSE	827 COURT
WOODLAND, CALIFORNIA 95695	WOODLAND, CALIFORNIA 95695

APPROVED TO FORM
County Counsel of Yolo County

Micro Fichea

Equipment Purchase Order Required [X] Yes [ ] No, If Yes Complete Below:

Equipment Purchase Order No.: From / / To / /

Customer authorizes initial supplies: Yes: (Customer's Initials) No

Supply Purchase Order No.: Supply Agreement No.:

Supply Purchase Order: [ ] Not Necessary [X] Attached [ ] To Follow

CUSTOMER'S SIGNATURE

COUNTY OF YOLO

By: Chairman of the Board of Supervisors, County of Yolo.

Title:

XEROX CORPORATION

By: Date

Title: Empl. No. Branch

Form 58001 (11/71) Printed in U.S.A.

CUSTOMER COPY

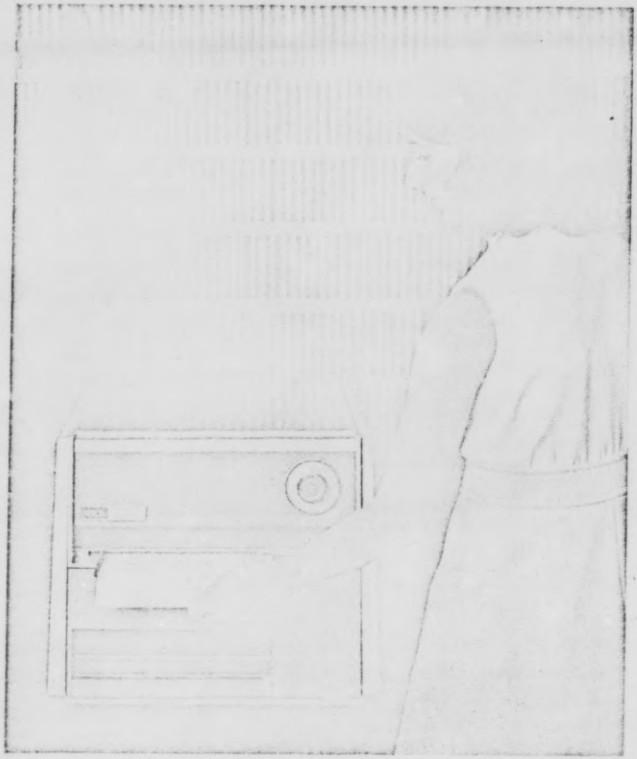
RENTAL PLAN C:

First 7,500 copies per month.....per copy $.030
From 7,501 to 20,000 copies per month.....per copy $.026
From 20,001 copies per month and up.....per copy $.020

Minimum Monthly Rental-in any calendar month there will be a minimum monthly rental of $60.00 per machine.

Micro Fiched

Xerox 660 Copier



Micro Fiched

Versatility is yours to command with the Xerox 660. Why? Because it delivers copies of practically any original, on pre-cut sheets of ordinary unsensitized bond paper. They're yours at the rate of 11 per minute, just by touching a button.

Ordinary bond paper means *extra*-ordinary flexibility in copying, because you can vary colors, weights, and sizes to add new impact and variety to your business communications. Then too, that unsensitized paper can be easily written on, folded without surface damage, and filed without deterioration. Roll-fed and chemically coated papers simply can't match up for value.

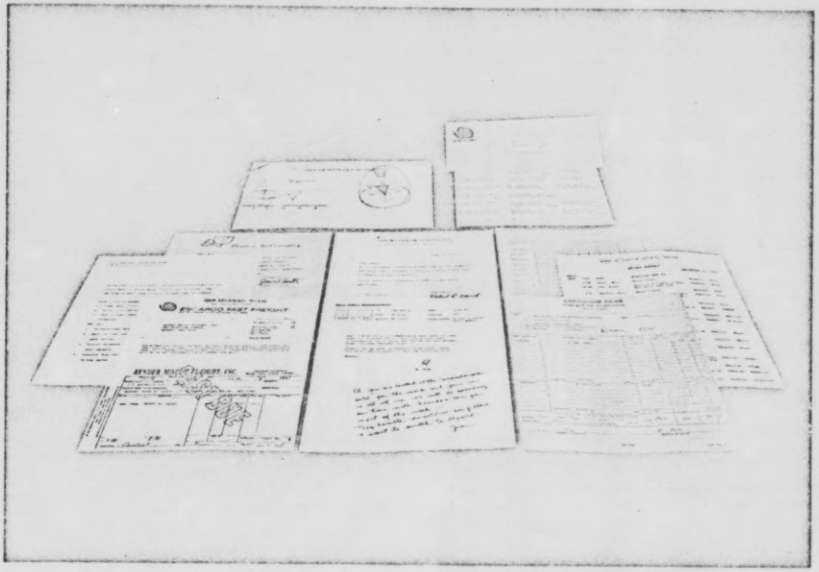
From first to last, your copies will display exceptionally high image quality, capturing every vital detail of the original in rich jet black. At last you can bring the same level of quality to your copying that you seek in other office procedures.

Reliable, quiet and easy to operate, the 660 fits in practically anywhere. There's no capital investment, either, because you can *rent* this capable machine on any of several convenient pricing plans. That's why we say *everything* about the 660 spells flexibility.

Yes, the 660 uses pre-cut sheets of ordinary, unsensitized paper . . . in variable colors, weights and sizes. So you can copy on letter or legal size stock, to meet business and professional needs. On letterhead stationery and preprinted forms, to save valuable typing time. On colored paper and masthead stock, to generate greater impact and response. Even on transparencies, to clarify subject matter at meetings and conferences.

More specifically, you can save time and speed communications by writing your reply *to* a memo *on* that memo; make a copy on the 660, dispatch it, then file the original. For attention-getting correspondence, or to color-code certain transmittals, run your copies on colored stock. Keep a single master mailing list, and run copies on self-adhesive Xerox label stock; any list revisions can be made in seconds, and your mail moves out in record-setting time.

Then too, you can add new relevance to your meetings by preparing handout copies of charts and reports. And don't forget the value of transparencies for overhead projection. In either case, overlays can be used to mask out confidential or outdated information as you copy the originals. Relevancy can be further emphasized by *cutting and recombining* sections of those originals before duplication.



Micro Fiched

Specifications

Size & Weight: Depth, 26"; width, 20"; height, 18"; weight, 190 lbs.

Electrical Requirements: 107 to 125 volts, 60 cycles, single phase; unit should have sole use of 15 amp circuit.

Originals Accommodated: Sheet paper, 9 to 32 lbs.; maximum size, 8½" x 14"; minimum size, 5½" x 5½"; document carrier permits copying of smaller originals.

Copystock Accommodated: 165 sheets of 20 lb. bond; maximum size, 8½" x 14"; minimum size, 8" x 10".

Image Area: 8½" x 13½", maximum.

Copy Delivery: 11 per minute/660 per hour; output tray capacity is 40 copies.

Copy Number Selection: 660-I, dial any number up to 10; 660-II, dial any number up to 15 or a special setting for 16 copies and over.

Accelerated Copying: Speed-feeding of originals is easily accomplished, without repeated activation of the PRINT button.

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UNIVERSITY OF CALIFORNIA, DAVIS

BERKELEY • DAVIS • IRVINE • LOS ANGELES • RIVERSIDE • SAN DIEGO • SAN FRANCISCO — SANTA BARBARA • SANTA CRUZ

FINANCIAL AID OFFICE
NORTH HALL
PHONE: 752-2390

DAVIS, CALIFORNIA 95616

May 1, 1972

Mr. Rudolf H. Binsch
Public Defender
County of Yolo
815 Court Street
Woodland, California 95695

YOLO COUNTY
AGREEMENT NO. 72-225

FILED
SEP - 5 1972
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

Dear Mr. Binsch:

Reference is made to the agreement between the ~~County of Yolo, State of California~~ and the Regents of the University of California, relative to the College Work-Study Program agreement dated July 1, 1970. We wish to extend this agreement for one additional year which would establish a termination date of June 30, 1973.

The Federal share of student compensation paid in the College Work-Study Program is ~~60%~~ for the 1972-73 year (the Organization's share of student wages is ~~40%~~).

If this extension is agreeable to you, I would appreciate it if you would sign the original of this letter and return it to Allen G. Marr, Dean, Research Development.

Micro Fiched

Sincerely yours,

Jim Dolgonas
Assistant Director
Financial Aid Office

Allen G. Marr
Dean, Research Development

Approved as to Form
Dated 8/31/72
County Counsel of Yolo County

CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

JD/hv

cc: Lou Polk
Accounting Office

P-27 5/72

BK.

FILED

SEP 11 1972

LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

Agreement No. 72-226

RIGHT OF WAY CONTRACT - COUNTY HIGHWAY

THIS AGREEMENT is made and entered into this 5th day of September, 1972 by and between Ray King herein referred to as "KING" and the County of Yolo herein referred to as "COUNTY."

WHEREAS, COUNTY has awarded a contract to improve Evergreen Avenue and Harbor Boulevard under assessment district proceedings.

AND WHEREAS, it is necessary that certain improvements located within the proposed right of way must be relocated outside the right of way.

Micro Fiched

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

KING agrees to remove or cause to be removed the hereinafter described improvements located in the right of way area on or before September 25, 1972, and further convenants and agrees to remove or cause to be removed all combustible materials and other rubbish including concrete slabs and foundations from within the right of way area upon completion of moving operations.

The said improvements which KING agrees to remove or cause to be removed consists of an ice house, liquid nitrogen facility and appurtenances located adjacent to the south boundary of the Phillips Petroleum Company property described in Exhibit "A" attached hereto. COUNTY shall pay KING $3,075.00 within 15 days after the completion of the removal of such improvements from the right of way area within the time limit set forth above.

In the event said right of way area has not been cleared of said improvements on or before said date, the COUNTY, or its authorized agent, is hereby granted the right to enter upon the adjacent property for the purpose of moving said improvements clear of the right of way and on to the adjacent property without incurring any liability or responsibility

approved by a two-thirds (2/3) vote of the county supervisors who represent any portion of the territory which is included within the District;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF YOLO COUNTY AS FOLLOWS:

1. This Board of Supervisors of Yolo County hereby approves by a two-thirds (2/3) vote of its membership the Ordinance of the Commission providing for the issuance of $7,150,000 principal amount of Sacramento-Yolo Port District 1972 Bulk Facilities Expansion Bonds.

2. The Clerk of this Board of Supervisors is hereby authorized and directed to transmit to the Secretary of the Commission four certified copies of this resolution.

Micro Fiched

PASSED AND ADOPTED by the Board of Supervisors of Yolo County on September 5th 1972, by the following vote:

AYES: Supervisors Edmonds, Duncan, Espigares, Stephens.

NOES: None.

ABSENT: Bell.

J. Dudley Stephens
Chairman of the Board of Supervisors
9-11-72

Attest:

LAURENCE P. HENIGAN,
County Clerk and ex-officio Clerk
of the Board of Supervisors
By Barbara Rodgers Deputy

Approved to Form

County Counsel of Yolo County

[SEAL]

YOLO COUNTY AGREEMENT NO. 72-227

L-Knights Landing (5822)

(Approved as to form by General Counsel December 2, 1958)

RECEIVED
NOV - 3 1972
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

SOUTHERN PACIFIC TRANSPORTATION COMPANY
~~SOUTHERN PACIFIC COMPANY~~

(Lease)
Termination of (~~Document~~) Audit No. 157602

It is mutually agreed that that certain agreement entered into by the undersigned, or the respective predecessors of undersigned, dated July 22, 19 68, covering lease of railroad owned property for maintenance and operation of railroad owned water well and licensee owned pump, and approximately 138 feet of one inch water pipe line.

R.R.'s M.P. AF-93.98-L

FILED
NOV - 3 1972
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

at or near Knights Landing, State of California, is hereby terminated on September 5, 1972.

Micro Fiched

Such termination shall not release any party hereto from any liability or obligation under the agreement hereby terminated, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to such termination or thereafter in case by the terms of said agreement it is provided that anything shall or may be done after termination thereof.

Dated Sacramento, Ca., September 22, 19 72

SOUTHERN PACIFIC TRANSPORTATION COMPANY
Successors by merger to SOUTHERN PACIFIC COMPANY

By R. R. Robinson
Superintendent

WITNESSED BY:
LAURENCE P. HENIGAN, COUNTY CLERK,
Ex-Officio Clerk of the Board of Supervisors

BY Barbara A. Rodgers
Deputy

County of Yolo
(See Note)

Signed Dudley Stephens
CHAIRMAN, BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

Title

NOTE: If an incorporated company, agreement should be executed by an authorized officer thereof and his title indicated; Otherwise signature should be witnessed by an employe of Railroad Company if practicable, if not, by a disinterested party.

County Counsel of Yolo County

XEROX COPY

6. property whatsoever, or injuries to or deaths of any person whomsoever, directly or indirectly resulting from your use of the premises of this Company.

7. This agreement shall not be assigned nor shall the premises be subleased and any purported sublease or assignment shall be void.

8. This agreement is revocable by this Company at any time.

If the foregoing meets with your approval, please indicate your acceptance by executing the copy of this letter and returning it to me.

Yours truly,

Attach.

cc: Mr. and Mrs. Edwin Griep
Zamora, California 95698

ACCEPTED AND AGREED TO:
COUNTY OF YOLO

BY _____
Title Director of Public Works
Date September 5, 1972

Micro Fiched

Approved as to Form
Dated _____
County Counsel of Yolo County

6. property whatsoever, or injuries to or deaths of any person whomsoever, directly or indirectly resulting from your use of the premises of this Company.

7. This agreement shall not be assigned nor shall the premises be subleased and any purported sublease or assignment shall be void.

8. This agreement is revocable by this Company at any time.

If the foregoing meets with your approval, please indicate your acceptance by executing the copy of this letter and returning it to me.

Yours truly,

Attach.

cc: Mr. and Mrs. Edwin Griep
Zamora, California 95698

ACCEPTED AND AGREED TO:
COUNTY OF YOLO

BY Lloyd Roberts
Title Director of Public Works
Date September 5, 1972

Micro Fiched

Approved as to Form
Dated .....
County Counsel of Yolo County

RECEIVED
SEP 19 1972
LAURENCE P. HENIGAN, Clerk
By..... Deputy

FILED
SEP 19 1972
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers Deputy

AGREEMENT NO. 72- 229

(Community Health Plan Agreement with Yolo General)

The MEDICAL CARE FOUNDATION OF SACRAMENTO, a non-profit corporation, hereafter referred to as "MCF" and the COUNTY OF YOLO, a political subdivision of the State of California, for the Yolo General Hospital, an institution owned and operated by the County of Yolo, hereafter referred to as COUNTY, agree as follows:

RECITALS.

A. MCF has established a Community Health Plan for the Sacramento area, which is designed to provide pre-paid health care for members in the Sacramento area.

B. MCF has entered into agreements with physicians to provide the services of doctors pursuant to the terms and conditions os such Community Health Plan.

Micro Fiched

C. MCF has entered into an agreement with Health Care Services, a division of the Department of Human Resources of the State of California, to provide health care pursuant to MCF's Community Health Plan for Medi-Cal patients.

D. MCF contemplates entering into agreements hereafter with groups and individuals for the provisions of total health services in the Sacramento area.

E. The parties desire to set forth their agreement for COUNTY to provide hospital services to consumer members of the Community Health Plan.

F. Yolo General Hospital is either accredited by the Joint Commission on Accreditation of Hospitals (JCAH) or by the California Medical Association Staff Survey of Hospitals.

AGREEMENTS.

1. Guidelines. The parties have reviewed the operation of the MCF program and the relationship of MCF with hospital providers over some period of time. Attached hereto as Exhibit "B" and by

reference made a part hereof, is a statement of Guideline Principles which shall be controlling as to the interpretation and intent of this Agreement in the event disputes arise as to such interpretation and intent.

2. Patient Coverage. In consideration for the reimbursement of hospital charges, as hereafter set forth, COUNTY agrees to accept as patients at Yolo General Hospital, all eligible persons enrolled in, or covered by, the MCF Community Health Plan.

3. Reimbursement. MCF agrees to reimburse COUNTY for services rendered to Medi-Cal patients covered by the MCF Community Health Plan in accordance with the rate schedule, attached hereto as Exhibit "A", and by reference made a part hereof. COUNTY agrees to look solely to MCF for payment.

Micro Fiched

4. Reimbursement Schedule for Additional Groups. The parties acknowledge that it is contemplated that MCF will provide health care services to additional recipients in a service area comprised of Sacramento, Yolo, El Dorado, Placer and Nevada counties. From time to time, MCF and COUNTY will execute and acknowledge additional rate schedules covering such groups which may be annexed hereto and will, upon such execution and attachment become a part of this Agreement. Such schedules shall cover the reimbursement rates for other members or groups in the MCF Community Health Plan.

5. Independent Contractor Status. The parties acknowledge that COUNTY and MCF are each independent contractors, and neither party is acting as a principal or agent for the other. In this connection, MCF agrees to hold COUNTY harmless from any claims, damage or judgments which may be incurred by COUNTY arising out of or resulting from actions or failures to act by MCF not associated with the services provided by COUNTY.

6. Hold Harmless. COUNTY agrees to hold MCF harmless from any claims, damage or judgments that may be incurred by MCF as a

result of services provided by COUNTY for patients covered under the MCF Health Plan.

7. Time for Reimbursement. MCF agrees to reimburse COUNTY for services rendered pursuant to this Agreement, in accordance with agreed upon rate schedules between the parties, within thirty (30) days after the receipt of an appropriate billing from Yolo General Hospital. Such billings shall be provided to MCF on a periodic basis on forms acceptable to MCF and Yolo General Hospital. Yolo General Hospital shall furnish on request any information reasonably requested by MCF to verify and substantiate the services and charges.

Micro Fiched

8. Change of Rates. In the event Yolo General Hospital changes its rates to reflect current operating costs and changes in the occupancy rate, the rates to be paid by the Foundation will be the rates in effect at time of billing by the hospital. All rates shall conform to all Federal or State regulations regarding wage and price stabilization and will not be effective until approvals by the proper State and Federal agencies are secured.

9. County Physician. Yolo General Hospital provides full time and part time physician coverage of Emergency, Clinic and Inpatient services. Such physicians are under written or oral contract. Yolo General Hospital shall bill the person or agency responsible for payment for such physician's services. Such physician services will be considered part of the hospital service under this agreement.

10. Audit. At any time during the term hereof, COUNTY shall be privileged to cause an audit to be made of the financial records of MCF for the purpose of assuring COUNTY of the financial capability of MCF to meet the commitments set forth in this contract. Any such audit shall be at the sole cost and expense of COUNTY.

11. Term. Unless terminated as hereafter set forth, this Agreement shall commence July 1, 1972, and terminate June 30, 1973,

provided, however, that the term shall be extended on a contract year-to-year basis (as "contract year" is defined in Exhibit "A") unless either party shall give the other written notice of its desire to terminate this Agreement at least ninety (90) days prior to the end of any yearly period.

12. Termination. Either MCF or COUNTY may terminate this Agreement for reasonable cause by giving the other written notice thereof. Any termination pursuant to this section shall become effective thirty (30) days after the date of such notice. The written notice shall specify the reasons for any such termination.

Dated: September 5, 1972

Micro Fiched

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY

(SEAL)

MEDICAL CARE FOUNDATION OF SACRAMENTO

BY _____

EXHIBIT "A"

MEDI-CAL PATIENTS

For services provided for Medi-Cal patients, MCF agrees to reimburse COUNTY in accordance with the following schedule:

1. MCF shall reimburse COUNTY in accordance with the "Medi-Cal reimbursement rate" currently in effect for Yolo General Hospital plus 50% of the difference between said "Medi-Cal reimbursement rate", and Yolo General Hospital's customary and usual rates.

2. If sufficient funds are available, MCF shall reimburse COUNTY to the extent of 100% of Yolo General Hospital's customary and usual rate as of the date the service was provided. MCF shall, however, be privileged to withhold a sum equal to 50% of the difference between said "Medi-Cal reimbursement rate" and Yolo General Hospital's customary and usual rates until the end of the contract year.

Micro Fiched

(a) During the initial contract year, MCF shall be privileged to retain the remainder of the reimburseable sum until the end of such initial contract year. Within thirty (30) days following the end of each contract year MCF shall pay to COUNTY any investment income realized by MCF from the withheld funds. In each succeeding calendar year, MCF shall pay to COUNTY on the 15th day of the month next following the end of each quarter an amount equal to the reimburseable sum retained by MCF in the same quarter of the preceeding calendar year. The payment of investment income to COUNTY shall be made within fifteen (15) days following the end of the contract year. Since all sums withheld from COUNTY will be pooled with sums withheld from other hospitals with

whom MCF has contractual relationships, the amount of investment income payable to COUNTY shall be determined on the basis of the average balance of funds withheld by MCF from COUNTY during each quarter of each contract year.

(b) MCF shall furnish COUNTY with monthly accountings setting forth the amounts withheld.,

(c) MCF shall give prior written notification to COUNTY prior to utilizing any amounts withheld from Yolo General Hospital during any contract year.

(d) Funds withheld by MCF pursuant to this schedule shall be used pro-rata with funds withheld from any other Hospital providers with whom MCF shall have contractual arrangements.

-Micro Fiched

3. COUNTY shall file with MCF its customary and usual rate schedule, together with a maximum percent of anticipated increases in average rates for the contract year, which shall be firm, subject only to the provisions for changes set forth in the contract.

4. As used herein, "customary and usual rates" shall mean the charge which COUNTY makes for services provided to patients not subject to regulation by any governmental agency, (other than U.S. Wage and Price Controls) and such customary and usual rates shall be those in effect as of the date when the service is provided to the patient. The term "contract year" shall mean the period commencing July 1, 1972, and terminating June 30, 1973, for the initial year, and thereafter shall coincide with COUNTY's fiscal year.

EXHIBIT "B"

GUIDING PRINCIPLES

1. Relationship. The parties hereto recognize that each is an independent agent, and COUNTY shall not do or commit any act which shall constitute and interference with the standard practice of medicine in the community, nor shall MCF (hereinafter in this Exhibit "B" referred to as the Foundation) do or commit any act which shall constitute an interference with the orderly administration of Yolo General Hospital affairs as practiced in the community.

2. Peer Review. Each party shall be responsible for peer review activities as shall be developed and adopted by the respective groups represented by MCF and other hospitals with whom MCF has contractual relations.

Micro Fiched

Peer review decisions which may affect the other party shall, in so far as legally possible, be transmitted to the duly authorized representative of the other party.

3. Liaison. Both parties recognize that the success of the proposed pre-paid health plans will depend in a large measure upon effective communications between the parties hereto and to that end both parties agree to establish a method of communications adequate to meet the needs of the parties hereto.

Each party agrees to provide the other with any non-confidential information as to any and all plans, progress or deficiencies in any proposed or operating pre-paid health plan, all to the end of maximum cooperation in all phases of planning and operation of the pre-paid health plans between the parties.

4. Position of Parties. Parties hereto recognize that Yolo General Hospital is the functionary of physician orders and that adequate safeguards shall be a part of each pre-paid health plan protecting COUNTY's income from any reduction because of alleged physician patient mismanagement or plan abuse, unless and until

Hospital is given timely notice of potential physician problem.

Said notice shall provide adequate time for proper review by Yolo General Hospital's medical staff of the physician's patient management within the guidelines of the pre-paid health plan.

5. Plan Member Identification. Parties hereto shall as to each plan develop and adopt patient identification as to program eligibility such that both in-patient and out-patient eligibility may be properly ascertained prior to rendering of medical services.

6. Billing Procedures. Both parties recognize that one of the major benefits of both parties from pre-paid health plans is the elimination of unnecessary paper work to justify billing and collection for services rendered as now exist in most medical plans.

Micro Fiched

To this end, parties shall agree upon and adopt minimum billing procedures which will recognize the need of the Foundation for certain minimum treatment and service data and the need of COUNTY (recognizing billing and accounting methods and procedures, mechanical and automated) to mimimize administrative costs thereby limiting Yolo General Hospital's operational costs.

Should the Foundation require supplemental detailed information of services and the nature thereof as provided the patient, Foundation shall pay to COUNTY a reasonable charge therefor.

7. Reimbursement. Yolo General Hospital is now and will be in the foreseeable future, subject to third party control of its rates, both as to daily care and ancillary services. Thus both parties accept Yolo General Hospital's legally chargeable rates as the basis for reimbursement of all hospital billed services.

Subject to the provisions of Paragraph 4 above, all Yolo General Hospital billings, under any approved pre-paid health plan, shall be processed and paid by the Foundation within 30 days from the date of submission of a completed approved billing form.

For any billings not so paid, the Foundation shall, at the billing hospital's request, advance to COUNTY a sum equal to the number of approved hospital days or services times the average daily or per service rate. All adjustments between the Foundation and COUNTY for advances against processed billings shall be made within 60 days from the date of advance.

8. Actuarial Notification. Upon receipt by the Foundation of any actuarial studies or reports on the current financial status of any pre-paid health plan, said information shall be made proptly available to the COUNTY or its duly authorized representatives.

9. Arbitration. Parties hereto are both committed to the principle of binding arbitration for settlement of any and all disputes which may arise under any provision hereof or arise under the administration or operation of any pre-paid health plan in which any member hospital participates.

Micro Fiche

The American Arbitration Association or its successor and the rules and regulations thereof is acceptable to both parties for the purposes stated herein.

10. Promulgation of Rules and Regulations. Any and all rules, regulations or policies promulgated as to any pre-paid health plan in which COUNTY participates and which directly affect Yolo General Hospital and the administration thereof, shall be provided to COUNTY 30 days prior to the implementation date for comments and suggestions.

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL

STATE OF CALIFORNIA
STD 2 (REV. 2-72)

YOLO COUNTY AGREEMENT NO. 72-620

- ☐ CONTRACTOR
- ☐ STATE AGENCY
- ☐ DEPT. OF GEN. SER.
- ☐ CONTROLLER
- ☐
- ☐
- ☐

THIS AGREEMENT, made and entered into this 1st day of July, 19 72, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Assistant Director	Department of Public Health	165

hereafter called the State, and

County of Yolo

hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth services to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

The terms and conditions stated in the attached Exhibits "A" (F), "B", and "C," which are made a part hereof, constitute the additional provisions of this agreement.

RECEIVED
NOV 15 1972
LAURENCE P. HENIGAN, Clerk
By..... Deputy

FILED
NOV 15 1972
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

Micro Fiched

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Department of Public Health	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): County of Yolo
BY (AUTHORIZED SIGNATURE): Richard H. Smith	BY (AUTHORIZED SIGNATURE):
TITLE: Richard H. Smith, Assistant Director Chief, Management and Planning Program	TITLE:
(CONTINUED ON ..... SHEETS, EACH BEARING NAME OF CONTRACTOR)	ADDRESS

Do Not Write in This Space

FORM APPROVAL POLICY BUDGET
Department of General Services
APPROVED
NOV 3 1972
BY
Asst. Chief Counsel

AMOUNT OF THIS ESTIMATE	APPROPRIATION	FUND	
$ 21,078.00	Support		
UNENCUMBERED BALANCE	ITEM / CHAPTER	STATUTES	FISCAL YEAR
$	246 / 156	1972	1972/73
ADJ. INCREASING ENCUMBRANCE	FUNCTION		
$	Operating Expense & Equipment		
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ALLOTMENT		
$	020B-261.1 H 000061-02		

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER: J. McAllen — DATE: 8/22/72

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201.13 have been complied with and this document is exempt.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY: — DATE: July 1, 1972

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

Micro Fiched

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

RECEIVED
SEP 22 1972
CHIEF COUNSEL
Department of General Services

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH
ADDITIONAL PROVISIONS

Exhibit A(F)

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the Equal Opportunity clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) For work or services performed by any individual under this contract, the Contractor shall not be reimbursed at rates in excess of (1) $18.75 per hour during any 24-hour period, or (2) $150.00 for any 24-hour period, inclusive of Contractor's overhead, profits and expenses. In addition, the Contractor may be reimbursed for necessary traveling expenses and per diems for food and lodging at rates not to exceed those applicable to State employees under State Board of Control rules.

(7) All equipment, material, supplies or property of any kind purchased from funds advanced or reimbursed under the terms of this agreement and not fully consumed in the work described herein shall be the property of the State. At the time of purchase of equipment under the terms hereof the Contractor shall submit a list of such equipment in accordance with the instructions and format contained in the attached Exhibit A-1. Contractor shall at the request of the State, submit an inventory of equipment purchased under the terms of this contract or any predecessor contract for the same purpose. Such inventory will be required not more frequently than annually. At the close of the project covered by this agreement the Contractor shall provide a final inventory to the State and shall at that time query the State as to the disposition of said equipment. Final disposition of such equipment shall be in accordance with instructions from the State to be issued immediately after receipt of the final inventory and request for disposition instructions.

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(8) Prior authorization in writing by the State will be required before the Contractor will be reimbursed for any purchase order or subcontract exceeding $1,000 for any articles, supplies, equipment or services. The Contractor must provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and as to the reasonableness of the price or cost. For purchase of any item exceeding such minimum dollar amount, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

(9) All personnel employed by the Contractor under this contract shall meet the standards of training and experience required for comparable positions in State employment, as determined by the State. If the Contractor maintains a local merit or civil service system, then the personnel employed under the budget shall be subject thereto, providing such local system is generally comparable to standards with the State civil service system, as determined by the State.

(10) The Contractor shall account for funds provided hereunder in accordance with generally accepted accounting principles, including documents to support accounting record entries. Such records shall be maintained for a period of five years after termination of this contract and shall be available for inspection or audit, at reasonable times, by personnel authorized therefore by the State.

(11) A final invoice and, if required by this contract, a final report shall be submitted by the Contractor within 45 days after the termination date hereof except as may be otherwise specified herein. If a final report is required by this contract, final payment hereon shall be withheld until after receipt by the State of an acceptable report.

(12) Any inventions made in the course of or under this contract shall be promptly and fully reported to the Chief Deputy Director, California State Department of Public Health. Patent applications shall not be filed on such inventions without the prior written consent of the aforementioned individual.

(13) The Contractor shall comply with the Presidential Executive Order No. 11627, dated October 15, 1971, and all guidelines, rules, and regulations of the Cost of Living Council, Pay Board and Price Commission implementing it. The Contractor warrants that no wages, prices or salaries to be paid under this contract will be in excess of the maximum legally allowable pursuant to the foregoing order, rules and regulations.

EXHIBIT B 165

IMMUNIZATION ASSISTANCE PROJECT CONTRACTS

Proposed Terms and Conditions Statement

July 1, 1972 - June 30, 1973

1. The Contractor shall conduct a general immunization program which incorporates rubella, measles and polio immunization in such a way as to focus priority attention on prepubertal children who would be least likely to get immunizations without special attention; such as children receiving public assistance, children in ethnic minority groups or members of farm labor families. The Contractor shall conduct disease and immunization surveillance activities in such a way as to provide a means to evaluate progress toward the control of these diseases and to assess levels of immunization.

   The immunization project shall be performed according to the methods described in the Contractor's Application for this award. Copies of the Application are in the possession of both parties to this agreement.

   The State will supply rubella, polio and measles vaccine in kind, as indicated in the Contractor's Application, contingent upon the availability of vaccine from the Public Health Service.

   The Contractor shall report program progress and program expenditures on a quarterly basis on forms provided by the State. The reports will be submitted no later than 30 days after the end of each quarter.

2. The period of this Contract shall be from July 1, 1972, through June 30, 1973

3. The attached Exhibit "A" (F) entitled, Additional Provisions, is...ero Fiched made a part hereof by this reference.

4. The budget for this project (herein after referred to as "Budget") is attached, marked Exhibit "C" and made a part hereof.

5. In consideration of the services performed by the Contractor in a manner acceptable to the State, the State shall reimburse Contractor quarterly, in arrears, for actual expenditures upon submission of an invoice in triplicate stating the time period covered by said invoice. The Contractor shall not exceed by 25% or $1,000 whichever is less, any individual item in the Budget and in all such cases the Contractor shall submit an explanation of the need for such excess with its invoice.

6. The maximum amount payable to the Contractor shall be the sum of $ 21,078 .

EXHIBIT C

BUDGET

Immunization Assistance Project

July 1, 1972 - June 30, 1973

CONTRACTOR: County of Yolo

Personnel Services	
1 Public Health Nurse (Equivalent)	$ 10,450
1 Clerk Typist II	6,224
	$ 16,674
Anticipated Salary Increase @ 4.5%	750
	$ 17,424
Benefits @ 17%	2,954
TOTAL PERSONNEL COSTS	$ 20,378
Operating Expenses	
Office Supplies	$ 200
Travel	500
TOTAL OPERATING COSTS	$ 700
TOTAL BUDGET	$ 21,078

Micro Fiche

FILED

SEP 11 1972

LAURENCE P. HERIGAN, Clerk

AGREEMENT NO. 72-231

SUBDIVISION IMPROVEMENT AGREEMENT
Subdivision No. 2155

THIS AGREEMENT is made and entered in this 11th day of September 1972, by and between West Sacramento Port Center, Inc., a California Corporation and Fredricks Development Corporation, a California Corporation, hereinafter referred to as "Subdivider" and the County of Yolo, hereinafter referred to as "County".

WHEREAS, the Subdivider proposed to subdivide and develop that area known and referred to as Subdivision No. 2155 and promises to present plans and specifications for the development thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That the Subdivider will develop and construct in and about said Subdivision No. 2155 public improvements including but not limited to street improvements consisting of concrete curbs and gutters, bike paths, sidewalks, asphalt paving and base, on site and off site storm drainage facilities necessary to adequately drain said subdivision in accordance with the standards imposed by law, sewer lines, water lines, and channelization and traffic signals at the intersection of Jefferson Boulevard and Linden Road, all in accordance with said plans and specifications to be prepared in conformance with Yolo County Improvement Standards and Specifications and approved by the Department of Public Works or such other standards acceptable to serving agencies of jurisdiction, and subject to the provisions of paragraph 17 below complete the same within twenty-four (24) months after the date hereon in good and workman-like manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

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2. That the Subdivider will develop and construct sanitary sewer facilities and a water supply and distribution system in accordance with standards of the serving agencies and approved by the agency of jurisdiction.

3. That the Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County should unforeseen conditions occur which may require such modifications.

4. That the Subdivider shall pay to the County the actual cost of checking plans and inspecting construction of improvements in accordance with the Yolo County Code Section 8-1.1107 prior to final acceptance of improvements and shall deposit $25,700.00 for said purpose.

5. That Subdivider shall indemnify and hold harmless the "County" from any and all loss, damage, or liability resulting from "Subdivider's" performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Subdivision No. 2155.

6. That Subdivider will furnish County evidence acceptable to the County of insurance, insuring County against claims for personal liability and property damage arising in the course of construction of improvements required herein in the sum of $100,000 in respect to personal injuries and or death of any one person, $300,000 in respect to personal injuries or death for any one occurence and $50,000 in respect to property damage in any one occurence.

7. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

8. That the Completion of the development of said Subdivision No. 2155 shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or state of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein.

9. That the Subdivider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

10. If the construction of the work or improvement should be delayed without fault of "Subdivider", the time for the completion thereof may be extended by the "County" for such period of time as the "County" may deem reasonable.

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11. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this agreement, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

12. The "Subdivider" shall obtain and file with the County a good and sufficient "Improvement Security" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 2, Article 9 (Section 11612) of the Business and Professions Code. The amount of such "Improvement Security" shall be not less than one hundred percent (100%) of the estimated cost of the public improvements including incidentals.

13. Where required pursuant to the provision of Section 11592 of the Business and Professions Code the "Subdivider" shall furnish the County a bond or cash deposit in the amount of $850.00, guaranteeing payment of the cost of setting monuments of survey.

14. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars ($500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of Paragraph 9 of this agreement.

Where title to the subdivided property is held by the record owner thereof under a holding agreement, this agreement and the "Improvement Security" given pursuant thereto may be executed by the real party or parties in interest.

15. Any extension of time hereunder shall not operate to release the surety on the Improvement Security filed pursuant to this agreement. In this connection, the security waives the provisions of Section 2819 of the Civil Code of the State of California.

16. The acceptance by County of bonds required herein is conditioned upon surety's fulfillment of the prerequisites set forth in Rule 242 (a), formerly Rule 29 (a) of the Rules for the Superior Court, State of California.

17. It is mutually understood and agreed that as development of Subdivision No. 2155 progresses to completion, and as further development occurs to the West of Subdivision No. 2155, traffic signals will be warranted at the intersection of Jefferson Boulevard and Linden Road.

Subdivider therefor agrees to develop and construct, at no cost to County or State, as a part of this subdivision, channelization and traffic signals subject to State and County approval. It is agreed that such construction and installation will not be required until such time as at least one of the warrants are met as given in the latest "Manual on Uniform Traffic Control Devices for Streets and Highways" as published by the Bureau of Public Roads and shall be complete by the earlier of (1) the completion date specified in paragraph 1 above, or (2) twelve (12) months following determination by County that at least one of said warrants have been met.

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If the above warrants have not been met on the completion date specified in paragraph 1 or any extension thereof, and if Subdivider furnishes further improvement, Security as required by paragraph 12 above in an amount determined by County to be not less than one hundred per cent (100%) of the estimated cost of the channelization and traffic signals, County agrees to extend the completion date until the earlier of (1) twenty-four (24) months, or (2) twelve (12) months following determination by County that one of said warrants has been met.

18. Time is of the essence of each and all of the provisions of this agreement, and the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first above-named herein.

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

ATTEST:
LAURENCE R. HENIGAN,
County Clerk

By _____
Deputy

West Sacramento Port Center, Inc.

By _____ President (seal)

By _____

Recommended for Approval to the Board of Supervisors of the County of Yolo:

_____
Director of Public Works

Fredricks Development Corporation

By _____ (seal)

By _____

APPROVED AS TO FORM:

_____, County Counsel

YOLO COUNTY AGREEMENT NO. 72-232

DATE August 21, 1972
SUPPLEMENT NO 3
TO LOCAL AGENCY - STATE
AGREEMENT NO 3

PROGRAM

of

LOCAL AGENCY TOPICS IMPROVEMENT PROJECTS

in the

County of Yolo
Local Agency

Pursuant to the Urban Area Traffic Operations Improvement Act (commencing with Section 2300 of the Streets and Highways Code) and to Section 135 of Title 23 U.S. Code, the attached "Program" of Traffic Operations Improvements marked "Exhibit A" is hereby incorporated in that Master Agreement for the TOPICS Program which was entered into between the above named LOCAL AGENCY and the STATE on June 29, 1970, and is subject to all of the terms and conditions thereof.

Micro Fiched

The subject program is adopted in accordance with Paragraph 5 of Article III of the aforementioned agreement under authority of ~~City~~/County Resolution No. _____ approved by the ~~City Council~~/Board of Supervisors on 9-11-72. (See copy attached.)

RECEIVED
MAR - 9 1973
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

County of Yolo
Local Agency

By _____
Title

Attest: LAURENCE P. HENIGAN
Clerk

BY _____
Deputy

Approved for State

R. J. DATEL
State Highway Engineer

By _____
City and County Liaison Engineer

Division of Highways
Department of Public Works

FILED
MAR - 9 1973
LAURENCE P. HENIGAN, Clerk
By _____
Deputy

FORM HCC 207 (2/72)

TOPICS EXHIBIT "A"

PROGRAM OF TRAFFIC OPERATIONS IMPROVEMENTS

DATE: August 21, 1972 PROGRAM NO.: 3 LOCAL AGENCY: County of Yolo

Project No.	Location & Description	Total Cost	Federal Funds		Matching Funds*	
			Federal Funds (City of Woodland)	State Funds	City of Woodland	County of Yolo
T-3096(3)	In the City of Woodland on Main Street at West Street and at Cottonwood Street.	Micro Fiched				
			Preliminary Engineering			
		$ 4,000	$ 1,400	$ 1,300	$ 800	$ 500
			Right of Way & P.E.			
	The proration of cost to Yolo County is one of the four legs of the intersection at West Main and Cottonwood Street.	$ 7,000	$ --	$ --	$ --	$ 7,000
			Construction Engineering			
		$ 8,000	$ 2,900	$ 2,550	$ 1,550	$ 1,000
			Construction			
		$75,000	$27,500	$23,750	$14,375	$ 9,375
		$94,000	$31,800	$27,600	$16,725	$17,875

*Local Agency Funds unless otherwise specified

Special Covenants or Remarks: 1. All maintenance, involving the physical condition and the operation of the improvements, referred to in Article VII - MAINTENANCE of the aforementioned Master Agreement will be performed by the City of Woodland at regular intervals or as required for efficient operation of the completed improvements.

2. The State will act as the Administrator for the Project.
3. The actual funds for the Project will be set up on the basis of contract prices after bids for the work have been opened. The County agrees to use maximum Federal Funds participation and accepts any increase in Local Agency funds.
4. The Local Agency's share of costs for the work requested to be performed by the State can be advance deposited or progress billed.
5. In accordance with State Standard Specifications for testing controllers the Local Agency agrees to pay their share of the cost of testing.

FORM HCC 707 (2/72)

6. Right of Way will be acquired by the State using Yolo County funds.

FILED
SEP 18 1972
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 72- 233

(Amendment to Lease Agreement No. 71-89)

THIS AMENDMENT TO LEASE AGREEMENT made and entered into this 18th day of September, 1972, by and between V. F. VIEIRA, hereinafter called LANDLORD, and COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called TENANT,

W I T N E S S E T H:

WHEREAS, TENANT and LANDLORD have duly executed Agreement No. 71-89 dated January 1st, 1971, for a term of five (5) years; and

Micro Fiched

WHEREAS, TENANT installed certain electrical equipment on the premises and LANDLORD is unwilling to give consent to such modification and alteration of the premises unless TENANT agrees to amend the lease hereafter and to free LANDLORD from the additional unanticipated utility charges incurred by reason of such installation.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Paragraph 3 is hereby amended to read as follows:

   3. TENANT shall pay LANDLORD the sum of SIXTY DOLLARS ($60.00) rent per month, which shall be payable on the first day of each month during the remainder term of this lease.

2. Paragraph 5 is hereby amended to read as follows:

   5. TENANT shall pay all charges for water, sewer, gas and electricity, telephone and all other utilities used on the premises during the remainder term of said Lease Agreement No. 71-89. Payment shall be made to LANDLORD at the conclusion of each month's service upon

presentation of a claim therefor.

3. Subsection (d) is hereby added to Paragraph 6 and shall read as follows:

(d) Subsection (c) of Paragraph 6 notwithstanding, TENANT shall be entitled to remove any heating or air conditioning equipment or fixtures installed by TENANT upon termination of the lease agreement.

4. Subsection (e) is hereby added to Paragraph 6 and shall read as follows:

(e) TENANT will, at its own cost and expense, repair all damages to the premises attributable to the installation or removal of heating and air conditioning equipment.

Micro Fiched

5. In all other respects, the terms and conditions of said Lease Agreement No. 71-89 are hereby ratified and confirmed.

6. The effective date of this Amendment to Lease Agreement No. 71-89 shall be May 1st, 1972.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease the day and year hereinabove written.

V. F. Vieira
V. F. VIEIRA

COUNTY OF YOLO, a political subdivision of the State of California

BY Raymond J. Bell
Vice-CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Rita E. Lucas
DEPUTY

(SEAL)

Agreement No. 72-234
ASSESSMENT DISTRICT No. 72
(BRYTE ASSESSMENT DISTRICT NO. 2)

FILED
NOV 13 1972
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

CONTRACT

THIS CONTRACT made and entered into this 30th day of October, 1972, by and between

GRANITE CONSTRUCTION COMPANY

PARTY OF THE FIRST PART, and

LLOYD A. ROBERTS, County Surveyor-Director of Public Works of the County of Yolo, State of California,

Micro Fiched

under and by virtue of the authority granted him as such, by a Law of the State of California, known as Division 7 of the Streets and Highways Code, THE IMPROVEMENT ACT of 1911,
PARTY OF THE SECOND PART.

W I T N E S S E T H :

WHEREAS, the said party of the first part (as will fully appear by reference to the record of the proceedings of the

Board of Supervisors of said County of Yolo on September 18, 1972 has been Awarded the Contract for the work hereinafter mentioned:

NOW THEREFORE, the said party of the first part, for the consideration hereinafter mentioned, promises and agrees and not otherwise, that it will furnish the necessary labor, materials, tools and equipment required for the execution and completion of the works of improvement hereinafter described, and that it will do and perform or cause to be done and performed the works of improvement hereinafter described under the direction and to the satisfaction of the

Micro Fiched

County Surveyor-Director of Public Works

in a good and workmanlike manner in compliance with the plans and specifications therefor heretofore adopted by the said Board of Supervisors of the County of Yolo which plans and specifications are hereafter referred to and by such reference incorporated herein and made a part hereof as fully as though set forth at length.

The works of improvement hereinabove described are more fully described in the following resolutions of the Board of Supervisors of the County of Yolo:

Resolution No. 72-61
Resolution of Intention
Adopted May 1, 1972

Resolution No. 72-117
Resolution of Intention To Order Changes In Work
Adopted August 7, 1972

Resolution No. 72-144
Resolution Ordering Changes In Work
Adopted August 21, 1972

Resolution No. 72-149
Resolution Ordering Work
Adopted September 18, 1972

AND THE SAID PARTY OF THE SECOND PART hereby fixes the time for commencement of said work to be within ten (10) days after the date of this Contract, and for its completion to be within Ninety (90) working days from the date hereof; and further promises and agrees that upon the performance of the covenants aforesaid, by the party of the first part, he will duly cause an Assessment, Diagram, Certificate and Warrant signed by the Surveyor-Director of Public Works to be issued to the party of the first part, as provided in the aforementioned Act for the expenses of the work aforesaid, at the prices hereinafter stated (including incidental expenses); and,

Micro Fiched

IT IS FURTHER COVENANTED AND AGREED that said work shall be done and materials shall be furnished by said party of the first part for the following prices:

Item No.		Unit Price
1.	L.S., Clearing & Grubbing	2,400.00
2.	Per C.Y., Roadway Excavation	2.50
3.	Per S.Y., Subgrade Preparation	.50
4.	Per T., Asphalt Concrete	9.50
5.	Per L.F., Asphalt Concrete Dike	.75
6.	Per L.F., A2-6 Curb & Gutter	4.25
7.	Per L.F., Type C Curb & Gutter	2.85
8.	Per S.F., P.C.C. Private Driveway 4"	.80
9.	Per S.F., Asphalt Conc. Driveway 3"	.90
10.	Per S.F., Aggregate Base Driveway 4"	.65
11.	Per Each, Type C Inlet	400.00
12.	Per Each, Storm Drain Manhole	400.00
13.	Per L.F., 15" Conc. Pipe, C-14 E.S.	7.55
14.	Per L.F., 15" RCP, Class III	12.20
15.	Per L.F., 15" Corrugated Steel Pipe	7.70
16.	Per L.F., 18" Corrugated Steel Pipe	8.25
17.	Per L.F., 108" Multi-plate Steel Pipe	100.00
18.	Per Each, 18" FES & AC Spillway	215.00
19.	Per L.F., Chain Link Fence	5.00
20.	Per L.F., Relocate Existing Fence	2.00
21.	Per each, Street Barricade	400.00

AND the parties hereto agree that the time of services of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any sub-contractor or other person employed upon said work shall require, suffer or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property.

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AND the parties hereto agree that the minimum wages that the party of the first part shall pay to all workmen and laborers employed for the work herein described shall be in accordance with the rates fixed by Resolution No. 72-61 of the Board of Supervisors of the County of Yolo, pertaining thereto, which said Resolution was duly referred to in the call for bids pursuant to which this Contract is Awarded, which said resolution is incorporated herein by reference and is duly made a part hereof;

AND the parties hereto agree that no alien shall be employed upon any part of the foregoing work, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except to work upon public, military or naval defenses or works in times of war. For any breach of any of the stipulations contained in the above paragraphs relative to hours of labor, rates or wages and employment of aliens, the party of the first part shall forfeit to the said County of Yolo to be retained by said District out of moneys payable by it to said party under the terms of this Contract, a penalty in the sum of ~~Ten (10)~~ Twenty-five (25) Dollars per day for each laborer, workman or mechanic employed in the execution of said Contract by said first party, or any subcontractor under it for each calendar day during which any such laborer, workman or

mechanic is required and/or permitted to labor more than eight (8) hours in violation of and/or is paid a rate of wages in violation of the provisions of said paragraphs and the stipulations of this Contract;

AND the parties hereto agree that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 Division 5 of Title 1 of the Government Code of the State of California.

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IN WITNESS WHEREOF, the parties have subscribed this Contract the day and year first above written.

GRANITE CONSTRUCTION COMPANY

By G. C. Dorey

G. C. Dorey, Vice President

Lloyd Roberts

Lloyd Roberts, County Surveyor-
Director of Public Works

The undersigned is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and the undersigned will comply with such provisions before commencing the performance of the work of this contract.

GRANITE CONSTRUCTION COMPANY

By G. C. Dorey

G. C. Dorey, Vice President

Micro Fiched

FILED
SEP 25 1972
LAURENCE P. HENIGAN, Clerk
By PETE F. LUCAS Deputy

AGREEMENT NO. 72 - 235

(Agreement for Landscape Maintenance Service to the Davis Branch Library)

THIS AGREEMENT, made and entered into this 25th day of September, 1972, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and DEAN R. THORSON, hereinafter called CONTRACTOR,

W I T N E S S E T H:

WHEREAS, COUNTY desires to hire CONTRACTOR to assure competent lawn and yard care maintenance for the Davis Branch Library; and

WHEREAS, CONTRACTOR is an individual capable of rendering the desired services for said Davis Branch Library.

NOW, THEREFORE, the parties hereto, for and in consideration of the covenants, agreements, and stipulations hereinafter expressed, do hereby mutually agree as follows:

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1. CONTRACTOR agrees:

   a. To provide lawn care maintenance for the Davis Branch Library grounds which includes weekly mowing, edging, weed control and fertilizing as required.

   b. To provide yard care service for the Davis Branch Library grounds, which service will include weed control, shrubbery trimming and pruning, rotation of flower bed (planting) three or four times each year at the direction of the County Librarian, and fertilizing as necessary.

   c. To provide all equipment necessary for said job.

   d. To perform such other lawn and yard care services as may be necessary.

2. COUNTY agrees:

   a. To pay to CONTRACTOR the sum of ONE HUNDRED SEVENTY-FIVE DOLLARS ($175.00) per month, during the term of this

agreement.

b. To provide such things as flowers, shrubs, fertilizers, herbicides and fungicides as required.

3. The parties hereto agree that CONTRACTOR, in the performance of this Agreement, shall act in an independent capacity and not as an officer or employee of the COUNTY.

4. The term of this Agreement shall commence on October 1, 1972, and end on September 30, 1973, and may be renewed for additional renewal terms of one year each unless notice of non-renewal is given in writing by either party at least 30 days prior to the expiration of each term or renewal term.

Micro Fiched

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CONTRACTOR:

Dean R. Thorson

DEAN R. THORSON

COUNTY OF YOLO, a political subdivision of the State of California

BY

CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY

DEPUTY

(SEAL)

FILED
SEP 25 1972
LAURENCE P. HENIGAN, Clerk
By ... Deputy

AGREEMENT NO. 72-236

(Psychiatric Services Agreement)

THIS AGREEMENT made and entered into this 25th day of September, 1972, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and WOODLAND CLINIC MEDICAL GROUP, a co-partnership, hereinafter referred to as CLINIC,

W I T N E S S E T H:

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1. CLINIC agrees to provide to COUNTY during the term of this agreement the psychiatric services hereinafter described to patients referred to CLINIC by the Yolo County Mental Health Service, hereinafter referred to as Service, in accordance with the Local Inpatient, Partial Hospitalization and After-hours Emergency Service elements of the Yolo County Short-Doyle Plan, all under the direction of and in accordance with utilization review procedures developed by the Director of Service.

2. The services shall be performed by licensed physicians and surgeons, hereinafter referred to as PSYCHIATRISTS, who are certified or eligible for certification in psychiatry by the American Board of Psychiatry and Neurology.

3. The services provided hereunder shall include the following:

A. Direct psychiatric evaluation and treatment at Woodland Memorial Hospital and Yolo General Hospital of inpatients, day patients, and emergency patients referred by Service. Except for emergency patients, such evaluation and treatment shall be provided only to patients who have been screened and referred to PSYCHIATRISTS by Service. In the case of emergency patients, evaluation and treatment may be provided in the absence of such screening and referral; however, as soon as practicable, such

patients shall be referred to Service for such screening. Following their evaluations, PSYCHIATRISTS shall communicate their findings to the Director of Services and the source referring the patient to Service. The PSYCHIATRISTS shall follow with a consultation letter when appropriate.

B. Psychiatric consultation to other members of the professional staff of Woodland Memorial Hospital and Yolo General Hospital to assist them in their management of emotionally disturbed patients at Woodland Memorial Hospital and Yolo General Hospital.

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C. Consultation consisting of preparation for and testimony at hearings in guardianship, conservatorship, or involuntary treatment proceedings arising out of psychiatric evaluation and treatment provided under this agreement or its predecessor agreements.

D. Attendance at staff meetings, completion of all patient forms and medical records with sufficient information to assist another staff member at a future contact and to enable CLINIC to maintain such records and provide such statistical reports as may be required by State agencies or their delegates to enable COUNTY to qualify for State funding of Service, and services required to implement the utilization review procedures developed by the Director of Service.

4. CLINIC agrees to maintain such records and to provide to COUNTY such periodic reports as required to enable COUNTY to satisfy the record-keeping, reporting and claim requirements of State agencies in connection with the Short-Doyle Program, and to submit to COUNTY monthly itemized claims for compensation.

5. COUNTY agrees to pay compensation to CLINIC for all services rendered pursuant to this agreement measured solely by the extent of evaluation and treatment and consultation services set forth in sub-paragraphs A, B and C of Paragraph 3 above which

satisfy the utilization standards of the Short-Doyle Program as follows:

A. Such compensation shall be determined on the basis of those unit values set forth in the 1969 Relative Value Studies, published by the California Medical Association employing the conversion factor of $0.70.

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B. Such compensation shall be reduced by such amounts CLINIC is determined entitled by Service screening to charge to the patient under COUNTY'S Short-Doyle Program eligibility standards, patient's insurance coverage, to the Medicare program, and to the Medi-Cal program.

C. COUNTY shall pay such amounts CLINIC has charged to patients as remain on CLINIC'S book one year after service was rendered, however, and collections thereon received by CLINIC thereafter shall be credited against compensation due under this or successor agreements.

6. CLINIC agrees to save COUNTY harmless from all claims for damages arising out of and in the course of the provision of services under this agreement and shall defend any suit against COUNTY that may arise therefrom. CLINIC agrees that it shall be covered by liability insurance providing malpractice and professional service coverage with policy limits of at least $1,000,000 and that PSYCHIATRISTS shall be covered by liability insurance providing malpractice and professional services coverage, comprehensive general liability coverage and comprehensive automobile liability coverage with limits of at least $100,000 for each person and $300,000 for each occurrence.

7. The term of this agreement shall commence on the 1st day of October, 1972, and shall continue until terminated by either party upon sixty (60) days' notice in writing to the other party of intention to terminate. Notice may be given by mail to either party addressed as follows:

COUNTY:

Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

CLINIC:

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Woodland Clinic Medical Group
1207 Fairchild Court
Woodland, California 95695

8. This agreement shall supersede all other agreements between the parties for psychiatric services.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the date hereinabove written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

WOODLAND CLINIC MEDICAL GROUP,
a co-partnership

BY _____

BY _____

(SEAL)

YOLO COUNTY AGREEMENT NO. 72-237

FILED

NOV 28 1972

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers Deputy

AGREEMENT ESTABLISHING
DELTA ADVISORY PLANNING COUNCIL

THIS AGREEMENT made and entered into by and between the COUNTY OF CONTRA COSTA, the COUNTY OF SACRAMENTO, the COUNTY OF SAN JOAQUIN, the COUNTY OF SOLANO, and the COUNTY OF YOLO, political subdivisions of the State of California;

W I T N E S S E T H:

WHEREAS, the Sacramento River - San Joaquin River Delta is a unique area with magnificent scenic, economic, and recreational resources in the counties of CONTRA COSTA, SACRAMENTO, SAN JOAQUIN, SOLANO, and YOLO referred to hereinafter as the signatory counties; and

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WHEREAS, the signatory counties have determined there is a need to coordinate the activities of local governments in the Delta and to develop and maintain a comprehensive plan for the area and to strengthen local government's role in state and federal planning for the area; and

WHEREAS, purposes and objectives in planning for the region can be achieved more effectively through the joint exercise of powers of the signatory counties; and

WHEREAS, Title 1, Division 7, Chapter 5, of the Government Code of the State of California authorizes the joint exercise by agreement of two or more counties of any power common to them; and

WHEREAS, the signatory counties hereto agree that the DELTA ADVISORY PLANNING COUNCIL should be established for the purpose of advising the signatory counties.

NOW, THEREFORE, in consideration of the mutual terms, convenants, and conditions herein, the signatory counties agree as follows:

1. Purpose of Agreement. The purpose of this agreement is to establish for a period of not less than three years an advisory council of local government officials to be responsible for the development, coordination and completion of comprehensive planning studies in the Delta. The studies are to be conducted with the specific purpose of assuring that local government influence will prevail in the numerous planning and operational decisions that affect the Delta.

2. Definitions. For the purpose of this agreement, the following terms are defined as follows:

(a) "Board of Supervisors" means the boards of supervisors of the counties of CONTRA COSTA, SACRAMENTO, SAN JOAQUIN, SOLANO, and YOLO.

(b) "Delta" is that region described in Exhibit "A".

(c) "COG" means anyone of the following Councils of Governments:

(1) Cities and County of San Joaquin Advisory Planning Association CCSJAPA,

(2) Sacramento Regional Area Planning Commission SRAPC, or

(3) Association of Bay Area Governments ABAG.

(d) "Council" means the Delta Advisory Planning Council.

(e) "Signatory counties" means the counties of Contra Costa, Sacramento, San Joaquin, Solano, and Yolo.

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(f) "Recreation Commission or Committee" means the Contra Costa County Recreation and Natural Resources Commission, Sacramento County Parks and Recreation Commission, San Joaquin County Parks and Recreation Commission, Solano County Recreation Advisory Committee, and/or Yolo County Parks and Recreation Advisory Committee.

3. Membership of Council. The Council shall be comprised of twenty (20) members who shall serve at the pleasure of the appointing authorities and shall be appointed as follows:

(a) Five supervisors, one to be appointed by the board of supervisors of each county.

(b) Five planning commissioners, one to be appointed from each county planning commission by the board of supervisors of each county.

(c) Five individuals, one to be appointed from each county recreation commission or committee, as described in Section 2(f) by the board of supervisors of each county.

(d) Four city councilmen to be appointed as follows:

(1) One city councilman each to be appointed by CCSJAPA and SRAPC as identified in Paragraph 2 from the cities in the Delta within their respective jurisdictions.

(2) One city councilman each to be appointed by the Boards of Supervisors of Solano County and Contra Costa County from the cities in the Delta within their respective jurisdictions.

(e) One representative from the Delta Water Agency to be appointed by the governing board of the Delta Water Agency.

4. Alternate Members. The appointing authorities may appoint alternate members provided the alternates are selected in the same manner as the regular members are selected.

5. Vacancies. The appointing authorities shall fill vacancies in the same manner as the appointment for regular members.

6. Regular Meetings. The Council shall provide for regular meetings which shall be convened at least every second month following the execution of this agreement. The Council, by rule, shall provide for the date, time, and place of the regular meetings.

7. Special Meetings. Special meetings may be called by the chairman or by majority vote of the voting members of the Council. The call, notice, and conduct of the meeting shall be as required in Section 54956 of the Government Code of the State of California.

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8. Officers. The Council shall provide from its membership for a chairman, vice-chairman, secretary, and such other officers as it deems necessary. The method of election, duties, filling of vacancies, and other related matter shall be as provided by rule of the Council.

9. Quorums. A quorum of the Council for all purposes shall be eleven (11) members.

10. Voting. In all matters involving policy, personnel or fiscal activities, the action of the Council shall be based on the affirmative vote of not less than eleven (11) members. In all other matters, the action of the Council shall be based on a simple majority vote of the members at which a quorum is present.

11. Operating Budget and Method of Assessment. The Council shall provide by rules for the preparation of an operating budget and the methods of computation of assessment of signatory counties. Prior to adoption of the budget by the Council, each of the signatory counties shall approve the annual budget.

12. Reports. The Council shall provide for the preparation of such reports to the board of supervisors relating to its activities as the boards of supervisors deem appropriate.

13. Yearly Assessment. Each year upon the adoption of the annual budget, the Council shall fix membership assessment in amounts sufficient to provide funds required by the budget. For the first fiscal year, the assessments shall be as follows:

For Contra Costa County	$ 7,500.00
For Sacramento County	7,500.00
For San Joaquin County	5,000.00
For Solano County	2,500.00
For Yolo County	2,500.00
Total	$25,000.00

14. Planning Assistance Contract. The Council shall contract with one of the COG's defined in Paragraph 2 for all staff assistance in preparing and reviewing any plan, study, report, or other matter relating to the purposes of this agreement.

15. Technical Advisory Committee. There is hereby established a Technical Advisory Committee which shall assist and advise the Council and any contractor thereof in fulfilling the purpose of this agreement. The Technical Advisory Committee shall be comprised of the following or their designated representative:

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(a) The planning director from each of the counties.

(b) The recreation and/or parks director from each of the counties.

(c) The county executive or chief administrative officer from each of the counties.

(d) The public works director from each of the counties.

(e) The chief executive officer of each of the Councils of Government defined in Paragraph 2.

(f) One representative each from the Cities of Antioch, Lodi, Isleton, Pittsburg, Rio Vista, Sacramento, Stockton, Tracy, and Brentwood.

(g) One representative from the staff of the Delta Water Agency.

16. Fiscal Agent and Auditor. The auditor or fiscal agent of the COG selected for planning assistance pursuant to Paragraph 14 shall serve as Fiscal Agent and Auditor for the Council.

17. Withdrawal. Any signatory county may, at any time, withdraw from the Council, provided, however, that the intent to withdraw shall be stated in the form of a resolution enacted by the board of supervisors of the county wishing to withdraw. Such resolution of intent to withdraw from the Council shall be given to the chairman by the withdrawing county at least ninety (90) days prior to the effective date of withdrawal.

18. Amendment of Agreement. This Agreement may be amended by the unanimous approval of the signatory counties.

19. Dissolution. The Council shall be dissolved upon the withdrawal of a majority of the signatory counties pursuant to Paragraph 17. Upon dissolution any property acquired by the Council and any surplus money on hand shall be returned to the signatory counties in proportion to contributions of property and money by the signatory counties.

20. Effective on Execution. This Agreement shall become effective when executed by the Boards of Supervisors of the signatory counties.

DATED: August 7, 1972

By Patrick E. Mulcahy
Chairman of the Board of Supervisors of the County of Sacramento, California

(SEAL)

ATTEST: Julian Engel
Clerk of the Board of Supervisors, County of Sacramento, California

Micro Fiched

By E A Lenschau
Chairman of the Board of Supervisors of the County of Contra Costa, California

(SEAL)

ATTEST: W. T. Rassell
Clerk of the Board of Supervisors, County of Contra Costa, California
By Aileen Elder Deputy

By H Brewen Davis
Chairman of the Board of Supervisors of the County of San Joaquin, California

(SEAL)

ATTEST: Carmie J. Muratowich
Clerk of the Board of Supervisors, County of San Joaquin, California

By Wallace L Brazelton
Chairman of the Board of Supervisors of the County of Solano, California

(SEAL)

ATTEST: Leland Dunbar
Clerk of the Board of Supervisors, County of Solano, California

By
Chairman of the Board of Supervisors of the County of Yolo, California

(SEAL)

ATTEST: LAURENCE P. HENIGAN, Clerk
Clerk of the Board of Supervisors, County of Yolo, California
By DEPUTY

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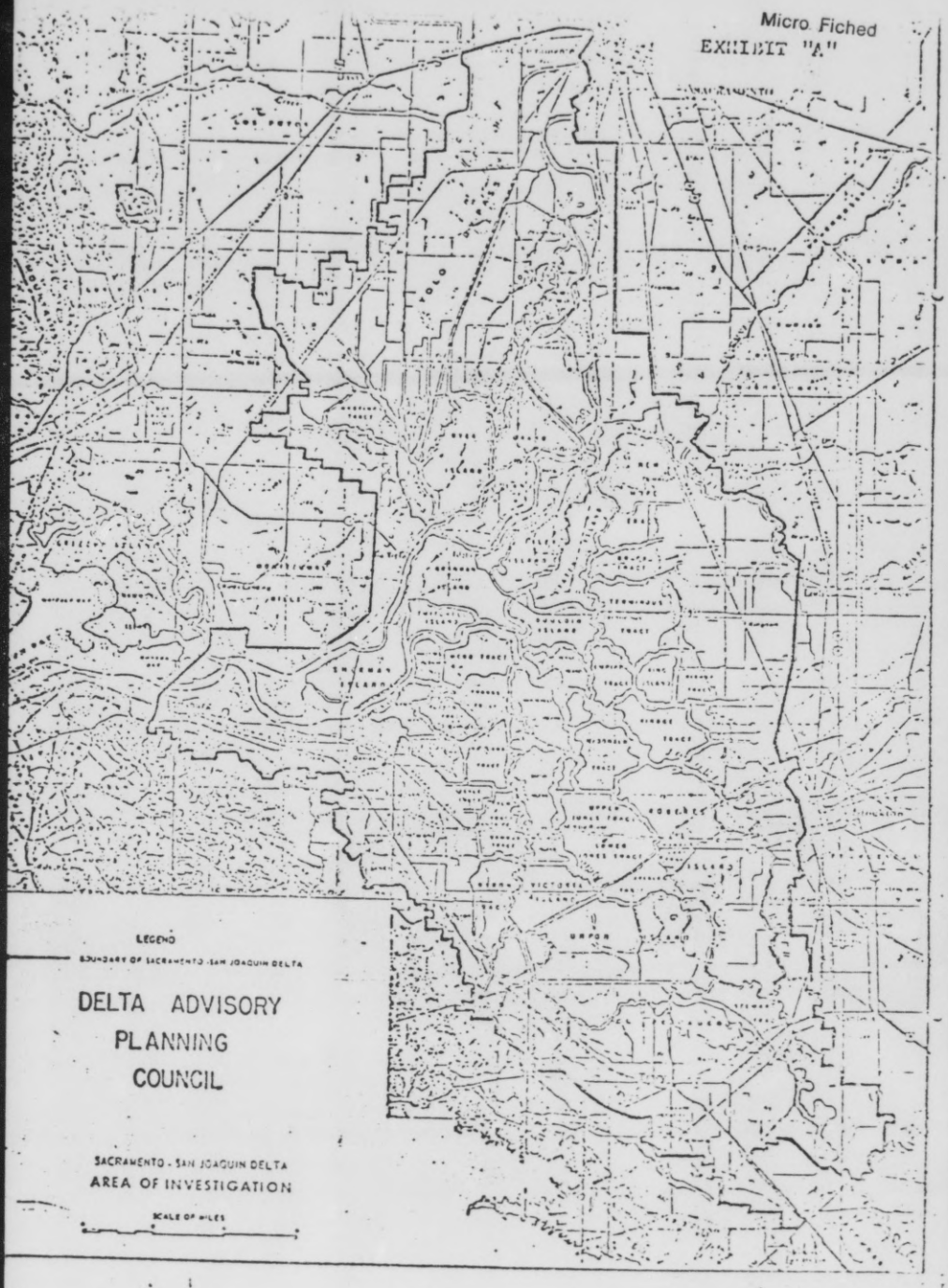
EXHIBIT "A"



RECEIVED
NOV 15 1972
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
NOV 15 1972
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 72-238

(Agreement to Provide Information and Referral for Emergency Food and Medical Services in Yolo County)

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THIS AGREEMENT made and entered into this 28th day of September, 1972, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and ECONOMIC OPPORTUNITY COMMISSION of Yolo County, Inc., a non-profit corporation, hereinafter referred to as EMERGENCY FOOD,

W I T N E S S E T H:

I. DECLARATION

101. Objective. The object of this agreement is to provide an information and referral function with respect to the Emergency Food and Medical Services available at various locations in Yolo County apart from established offices of the Department of Public Welfare and to develop and administer food resource programs. Such information and referral function will make former, current, and potential welfare recipients aware of available resources and will direct them toward securing those resources.

II. DEFINITIONS.

201. Definitions. The terms hereafter set forth as used in this agreement have the meanings set forth herein.

202. Applicant. "Applicant" means an individual or family or child making application for aid or request for restoration of aid, or a reapplication for aid.

203. Current Recipient. "Current Recipient" means a person currently receiving categorical public assistance (i.e. CAD, AD, ATD, or AFDC), including each essential person

living in the same house with the AFDC child and relatives.

204. Former Recipient. "Former Recipient" means a person who has received categorical public assistance in the preceding 24 months.

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205. Information and Referral Services. "Information and Referral Services" means those services described under Chapter 30-000 of the State Department of Social Welfare Regulations.

206. Potential Recipient. "Potential Recipient" means a person considered by the County Welfare Department for reasons as described in its published guides (County Welfare Department Office Manual, Chapter 30, No. 9) as likely to become a recipient of public assistance within five years.

207. Project Employees. "Project Employees" means all persons hired directly for this project whose main function is to implement this project.

208. Volunteer. "Volunteer" means any individual who provides services without compensation and who receives training in order to meet the welfare requirements regarding confidentiality and civil rights.

III. DUTIES AND RESPONSIBILITIES

301. Joint Responsibilities. COUNTY and EMERGENCY FOOD agree to collaborate in periodic evaluations of the manner in which this agreement is being carried out and the extent to which the program is achieving its purposes.

302 COUNTY Responsibility. COUNTY agrees to:

1. Provide one staff member to act as consultant and as liaison to EMERGENCY FOOD.
2. Provide to EMERGENCY FOOD such quantities of a "Referral and Certification Form", to be designed

by the Yolo County Department of Public Welfare, as EMERGENCY FOOD shall reasonably require.

3. Employ two persons of the "Welfare Service Aide" classification and assign said employees to EMERGENCY FOOD so that they may be utilized under the direction of EMERGENCY FOOD to carry out the purposes of this agreement.

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A. Said Welfare Services Aides will be employees of Yolo County.

B. Said Welfare Service Aides will remain at all times subject to the "Local Agency Personnel Standards" of the State of California Merit Systems Division as published by the State Personnel Board. Further, said Aides will remain at all times subject to the Yolo County Personnel Ordinance.

C. Said Welfare Service Aides shall be required to report to the Assistant Director of the Yolo County Department of Public Welfare, as he shall require.

4. Consult with the Director of EMERGENCY FOOD and before awarding said Welfare Service Aide positions so that individuals suitable to both COUNTY and EMERGENCY FOOD may be employed.

303. EMERGENCY FOOD Responsibilities. EMERGENCY FOOD agrees to utilize the employees assigned to it by COUNTY to:

1. Provide information and referral services to all citizens in Yolo County with respect to food stamps and other food services, programs and resources.

2. Provide assistance to current, former and potential

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recipients with respect to food stamps, applications and renewals when said recipients are prevented by language barriers, by lack of formal education, or by other disabling conditions for making their own applications.

3. Provide Liaison with volunteer organizations whose purpose is to secure food, clothing, shelter, and other necessities for persons who are ineligible for welfare benefits, or who are in need of immediate emergency assistance.

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4. Develop and administer food resource programs, including supplemental school lunch programs and mass feeding facilities which will enable current, former, and potential welfare recipients and other low income persons to obtain adequate nutritional meals.

5. Develop and disseminate nutritional information through the use of printed material, mass media communication, and such demonstration projects as may be necessary and desirable.

304. EMERGENCY FOOD further agrees to

1. Pay to COUNTY an amount equal to one-fourth of all salary and fringe benefit costs incurred by COUNTY as a result of the employment of said Welfare Service Aides. Said wage and fringe benefits will be computed by the County Auditor monthly and invoiced monthly to EMERGENCY FOOD. Payment will be made within thirty (30) days of the invoiced date.

2. Provide office and desk space, operational supplies, telephone services, transportation facilities, and any other commodities or services necessary for the

day to day implementation by said Welfare Services Aides of the purposes of this contract.

3. Arrange the work schedules of said Welfare Service Aides to permit them to participate in training programs available to welfare employees which are held during normal working hours.

4. Arrange the work schedules of said Welfare Service Aides so that the clientel of EMERGENCY FOOD may be served during times which the Yolo County Department of Public Welfare is not accessible, but so that neither of said Welfare Service Aides works in excess of forty (40) hours during any given week.

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5. Provide fiscal, statistical programming, and other reports or information as may be required by COUNTY in order to enable COUNTY to evaluate this program or comply with any reporting, auditing, or evaluation requirements imposed upon COUNTY by the State Department of Social Welfare, or by the United States government.

6. Maintain a complete and accurate record of the names of the individuals served of the actual services rendered to them. Such records shall indicate whether persons served were current, potential, or former welfare recipients, or whether they were non-recipients. Such records, further, shall reflect any services rendered to low income groups, migrant groups, or welfare volunteer groups.

IV. GENERAL PROVISIONS

401. Effective Period. This agreement is effective until October 31st, 1972. The parties agree that the term of this agreement may be extended until June 30th, 1973

by mutual consent. If such mutual consent is not given on or before October 31st, 1972, this agreement shall terminate on October 31st, 1972.

402. Right to Monitor and Audit.

1. County, State and Federal Government shall have the right to monitor all work performed under this agreement to assure that all applicable State and Federal regulations are met.

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2. County, State and Federal Governments shall have the right to audit all work, records and procedures related to this agreement to determine the extent to which the program is achieving its purposes. The examination will place particular emphasis on (a) the social services component, and (b) the underlying internal controls and financial records.

3. COUNTY will notify EMERGENCY FOOD in writing within thirty (30) days of any potential federal exceptions(s) discovered during such examination. Where such findings indicate that program requirements are not met and federal participation in this program may be imperiled, such written notification will constitute COUNTY'S intent to terminate this contract in the event that corrections are not accomplished by EMERGENCY FOOD within sixty (60) days.

403. Availability and Retention of Records.

1. EMERGENCY FOOD shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a period of six (6) years from the effective day of this agreement, unless otherwise directed by COUNTY.

2. Upon request, EMERGENCY FOOD shall make available these records to COUNTY, State or Federal Government personnel.

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404. Confidentiality.

1. EMERGENCY FOOD agrees to require his employees and volunteers to comply with the provisions of § 10850 of the Welfare and Institutions Code to assure that:

a) All applications and records concerning any individual made or kept by any public officer or agency in connection with the administration or any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by this State from the Federal Government will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such public social service.

b) No person will publish or disclose or permit or cause to be published or disclosed any list of persons receiving public social services.

c) No person will publish, disclose, or use or permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient.

2. Liaison Personnel. The parties to this agreement agree that, unless otherwise indicated in writing, the following persons have primary responsibility for liaison and coordination of activities required to carry out this agreement:

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For COUNTY: Ray Garrett
Assistant Welfare Director
20 Cottonwood Street
Woodland, California

For EMERGENCY FOOD: David Pollard
Executive Director, EOC
313 Fourth Street
Woodland, California

3. Addresses. All correspondence, notices, claims, et cetera, will be addressed to the following parties unless otherwise specified in this agreement or may be otherwise agreed by the parties hereto.

Micro Fiched

For COUNTY: Edward M. Curley
Welfare Director
20 Cottonwood Street
Woodland, California

For EMERGENCY FOOD: David Pollard
Executive Director, EOC
313 Fourth Street
Woodland, California

4. The parties agree that names and addresses contained in Paragraphs 2 and 3 above are subject to change or correction. Written notice by letter or memorandum shall be required to effect such changes or corrections.

405. Insurance.

1. EMERGENCY FOOD shall, throughout the period of this contract, provide comprehensive insurance in the amount of $300,000 covering all bodily injury and property damage arising out of its operations in respect of this contract. Said policies shall constitute primary insurance, as to the County, the State and the Federal Governments, and their officers, agents, and employees. EMERGENCY FOOD agrees to file with COUNTY a copy of said policy and EMERGENCY FOOD further agrees that said policy will give to COUNTY thirty (30) days' written notice of cancellation.

2. EMERGENCY FOOD shall provide automobile insurance covering all bodily injury and property liability incurred during the performance of this agreement by EMERGENCY FOOD, its employees, volunteers, officers or agents, or by either or both the said Welfare Service Aides assigned by COUNTY to EMERGENCY FOOD. Said policy shall provide a minimum of $50,000 for property liability per accident; $100,000 for each person per accident, but no more than $300,000 per accident blanket coverage. Said policies shall constitute primary insurance as to the COUNTY, the State and Federal Governments, their officers, agents and employees, so that any other policies held by them shall not contribute to any loss sustained under said insurance. EMERGENCY FOOD agrees that said policies shall provide thirty (30) days' written notice of cancellation to COUNTY and that a copy of said policy will be filed with COUNTY.

Micro Fiched

3. COUNTY shall throughout the period of this agreement maintain in full force and effect a policy of Workman's Compensation Insurance covering all of its employees and volunteers and covering said two Welfare Service Aides employed by the COUNTY, the costs of which insurance shall be billed by COUNTY to EMERGENCY FOOD.

406. Agreement to Save Harmless. Neither COUNTY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by EMERGENCY FOOD under or in accordance with any matter not delegated to COUNTY under this agreement. Pursuant to Government Code § 895.4 EMERGENCY FOOD shall fully indemnify and hold COUNTY harmless

for any damage or liability occurring by reason of anything done or omitted to be done by EMERGENCY FOOD under or in connection with any matter not delegated to COUNTY under this agreement.

407. Result of Cancellation. In the event this contract is cancelled for any reason, the parties agree that said two Welfare Service Aides shall be terminated and will not be subject to reassignment elsewhere in the Yolo County Department of Public Welfare.

Micro Fiched

408. Non-discriminatory Services. Within the limits set forth in this agreement, EMERGENCY FOOD assures that all goods and services (pursuant to this agreement) shall be available to all persons regardless of sex, race, religion, or ethnic background. No program shall be used, in whole or in part, for religious worship or instruction.

409. Indemnification. EMERGENCY FOOD agrees to indemnify, defend and save harmless COUNTY, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by EMERGENCY FOOD in the performance of this contract.

410. Considerations on Termination. COUNTY may terminate this agreement and be relieved of the payment of any consideration to EMERGENCY FOOD should EMERGENCY FOOD fail to perform the covenants herein contained at the time and in the manner herein provided. In the event

of such termination COUNTY may proceed with the work in any manner deemed proper by COUNTY. The cost to COUNTY shall be deducted from any sum due EMERGENCY FOOD under this agreement, and the balance, if any, shall be paid EMERGENCY FOOD upon demand.

411. Assignability of Contract. Without the written consent of COUNTY, this agreement is not assignable by EMERGENCY FOOD either in whole or in part.

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412. Alterations of Agreement. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

413. Fair Employment. EMERGENCY FOOD certifies that goods/services shall be provided without discriminatory employment practices based on sex, color, religion, national origin or ancestry. EMERGENCY FOOD further agrees to give written notice of its commitment under this clause to any employee representative with which it has a collective bargaining or other agreement and to undertake such affirmative action as will fully implement the purposes of the Code of Fair Practices (or any other statement as required by local regulations).

414. Time. Time is the essence of this agreement.

415. Law Governing Contract. This contract shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto upon the date first above written.

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//////

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ DEPUTY
11-15-72

(SEAL)

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ECONOMIC OPPORTUNITY COMMISSION OF YOLO COUNTY, INC., a non-profit corporation

BY _____
PRESIDENT

BY _____
SECRETARY

/HOLDOVER

COUNTY-STATE AGREEMENT NO. 19 REVISED
FEDERAL-AID SECONDARY ROADS

/ YOLO COUNTY
/ AGREEMENT NO. 72-239 /

03 — District
YOLO — County

FEDERAL PROJECT S-1167(4)

COUNTY ROAD 98

/HOLDOVER

THIS AGREEMENT, made in duplicate this ..... day of ....., 19 72 , by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the STATE OF CALIFORNIA, acting by and through the Division of Highways of the Department of Public Works, hereinafter referred to as "STATE".

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WITNESSETH

WHEREAS, under the provisions of Title 23, United States Code and other Federal-aid Highway Acts Federal funds are authorized to be appropriated for expenditure on a system of secondary roads to be selected by the state highway departments in cooperation with local road officials, and such a system has been selected and Federal funds have been appropriated for expenditure thereon; and

WHEREAS, as provided by the Secondary Highways Act of 1951 (Section 2200 et seq. of the Streets and Highways Code) Federal funds and certain matching monies from the State Highway Fund have been apportioned to County for the construction of the Federal-aid secondary system project selected by COUNTY in cooperation with STATE and described in Exhibit "A" hereto; and

WHEREAS, under Federal Law, STATE is required to enter into an agreement with COUNTY relative to prosecution of the said project and maintenance of the completed work.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I – Contract Administration

1. The project or projects described in Exhibit A, hereinafter referred to as "the project", shall be constructed as provided in this agreement.

2. Construction work shall be performed by contract. STATE shall make final preparations for advertising, advertise and award the contract, and make payments to the contractor as the same become due.

3. The estimated cost of the project is as shown in Exhibit A hereto. A contract for an amount in excess of said estimate may be awarded and project expenditures may exceed said estimate if both STATE and COUNTY concur in the amount of and the necessity for the excess and sufficient money is available to finance same.

XXXX

bond, COUNTY shall, within ten days of being notified of the amount of the bid and the proposed financing, deposit with the Division of Highways the amount specified in EXHIBIT A or such lesser amount as may be required to award a contract on the basis of the lowest satisfactory bid within the estimate.

5. STATE shall exercise general supervision over the work and may assume full and direct control over the project whenever STATE, in its sole discretion, shall determine that STATE'S responsibility to the United States so requires.

6. The Congress of the United States, the Legislature of the State of California, and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain employment practices with respect to contract and other work financed with Federal or State funds. COUNTY shall insure that work performed under this agreement is done in conformance with the rules and regulations embodying such requirements where they are applicable. Any agreement or service contract entered into by COUNTY for the performance of work connected with the project shall incorporate Exhibit B attached hereto.

7. All costs properly chargeable to the project but ruled ineligible under Federal-aid Highway Acts shall be paid by COUNTY and shall not be reimbursed by STATE.

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8. After completion of all work under this agreement and after all costs are known, any unused COUNTY money shall be refunded. COUNTY monies deposited for preliminary engineering, construction engineering, and contract work shall be considered to be interchangeable, and shortages of COUNTY money in one such category may be made up from unused COUNTY money in another category. When the amount of unused COUNTY money is substantial and there is an unusual delay in determining final costs, STATE shall upon request make an interim refund of the funds known to be in excess.

9. When requested by COUNTY, STATE shall arrange for payment of available project funds for royalties due a property owner for borrow material furnished to the contractor for the project under an agreement between the property owner and COUNTY which has been approved by STATE. A certified copy of such agreement must be filed with STATE.

10. When the project includes work to be performed by a railroad, the contract for such work shall be entered into by COUNTY or by STATE, at COUNTY'S option. A contract entered into by COUNTY for such work must have the prior approval of STATE. In either event, COUNTY shall enter into an agreement with the railroad providing for maintenance of the protective devices or other facilities installed under the service contract. At the request of COUNTY, STATE shall make direct payment of project funds to a railroad for work performed under a contract between COUNTY and the railroad.

ARTICLE II – Rights of Way

1. Such rights of way as are necessary for the construction of the project shall be furnished by COUNTY, and no contract for the construction of the project or any portion thereof shall be awarded until the necessary rights of way have been secured. Prior to the advertising of the project COUNTY shall furnish STATE with evidence that necessary rights of way are available for construction purposes or will be available by the time bids are opened.

2. The furnishing of rights of way as provided for herein includes, in addition to all real property required for the improvement, free and clear of obstructions and encumbrances, the payment of damages to real property not actually taken but injuriously affected by the proposed improvement. COUNTY shall pay from its funds the cost of acquiring rights of way and any costs which arise out of right of way litigation, or out of delays to the contractor because utility facilities have not been removed or relocated, or because rights of way have not been made available to the contractor for the orderly prosecution of the work.

3. When STATE has determined that COUNTY'S right of way acquisition procedures meet Federal requirements, COUNTY may claim reimbursement from Federal and available State matching funds for expenditures to purchase rights of way specified in Exhibit "A".

ARTICLE III – Engineering

1. "Preliminary engineering" as used herein includes all preliminary work related to the project, including but not restricted to preliminary surveys and reports, laboratory work, soil investigations, preparation of plans, design, and advertising. "Construction engineering" as used herein includes actual inspection and supervision of construction work, construction staking, laboratory and field testing, field reports and records, estimates, final reports, and allowable expenses of employees engaged in such activities.

2. Preliminary and construction engineering costs included in the estimate contained in Exhibit A may be financed with project funds. The remainder of such costs shall be financed by COUNTY without reimbursement. Unless otherwise agreed, Federal funds shall not participate in the cost of engineering. When preliminary engineering or construction engineering costs incurred by COUNTY are to be financed with project funds, STATE shall reimburse COUNTY for services performed on the basis of the actual cost thereof to COUNTY, including compensation and expense of personnel working on the project, required materials, and automotive expense, provided, however, that COUNTY shall contribute its general administrative and overhead expense. Payments for such services shall be made by STATE upon receipt of invoices from COUNTY prepared in such form and supported by such detail as may be prescribed by STATE.

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3. Unless the parties shall otherwise agree in writing, COUNTY'S employees shall perform all engineering work. When preliminary or construction engineering for the project is performed by STATE, charges therefor shall include an assessment on direct labor costs in accordance with Section 8755.1 of the State Administrative Manual. The portion of such charges not financed with Federal funds or State-supplied matching funds shall be paid from funds of COUNTY deposited in advance for the purpose.

ARTICLE IV – Miscellaneous Provisions

1. This agreement shall have no force or effect unless and until the project is approved by the United States, nor shall any of the Federal and State matching funds provided herein be expended unless and until the Federal Government has agreed and is obligated to reimburse STATE in full for the amount of Federal funds to be expended.

2. In the event that the project is programmed on a stage construction basis, COUNTY shall complete the project to its final stage, with or without Federal aid, at such time as traffic or other conditions warrant and in a manner satisfactory to STATE. Should the work covered by this agreement involve a bridge without approaches, within a period of two (2) years after completion of the bridge COUNTY shall cause such approaches to be constructed, with or without Federal aid, to design standards acceptable to STATE.

3. The cost of maintenance performed by COUNTY forces during any temporary suspension of the work may be charged to County funds in the project if such are available therefor.

4. (a) Neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, County shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this agreement.

4. (b) Neither COUNTY nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to COUNTY under this agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, State shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to COUNTY under this agreement.

5. Auditors of STATE and the United States shall be given access to COUNTY'S books and records for the purpose of checking costs paid or to be paid by STATE hereunder.

6. Upon acceptance of the completed project by the awarding authority, or upon the contractor being relieved of the duty of maintaining and protecting certain portions of the work, COUNTY shall maintain the project or such portions of the work in a manner satisfactory to STATE. If, within ninety days after receipt of notice from STATE that the project or any portion thereof is not being properly maintained, COUNTY has not remedied the conditions complained of to STATE'S satisfaction, STATE may withhold the programming of further Federal-aid secondary projects of COUNTY until the project shall have been put in a condition of maintenance satisfactory to STATE.

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7. The maintenance referred to in the preceding paragraph includes not only the preservation of the general physical features of the roadway, roadside, and surfacing, but also all safety and regulatory features, devices and appurtenances built into the project, and none of said safety features, devices and appurtenances shall be removed, elimirated or decreased in effectiveness without the prior approval of STATE. Safety features to be maintained include a roadside clear of utilities and other obstructions or features which may be a hazard to a motorist who inadvertently leaves the traveled way. No utility pole, tower, or other obstruction shall be placed within the right of way without the prior approval of governing body of the jurisdiction in which the project is located and, where clearances to the traveled way are less than those prescribed by STATE, without prior approval of STATE.

ARTICLE V – Accommodation of Utilities

Utility facilities (as defined in U.S. B.P.R. Policy and Procedure Memorandum 30-4.1) may be accommodated on the right-of-way provided such use and occupancy of the highway right-of-way does not interfere with the free and safe flow of traffic or otherwise impair the highway or its scenic appearance; and provided a Use and Occupancy Agreement, setting forth the terms under which the utility facility is to cross or otherwise occupy the highway right-of-way, is executed by the COUNTY and OWNER. The Use and Occupancy Agreement setting forth the terms under which the utility facility is to cross or otherwise occupy the highway right-of-way must include the provisions set forth in Section F 11.04 of the CITY AND COUNTY PROJECTS MANUAL published by the STATE, unless otherwise approved by the STATE.

ARTICLE VI – Condition of Acceptance

As a condition of acceptance of the Federal-aid and State Matching monies provided for this project, COUNTY will abide by the Federal and State policies and procedures pertaining to the Local Federal Aid Secondary Program set forth in the CITY AND COUNTY PROJECTS MANUAL issued by the STATE and shall conform to applicable Federal and State Laws and Regulations whether or not such are included in said manual.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized officers.

STATE OF CALIFORNIA
Department of Public Works
Division of Highways

R. J. DATEL
State Highway Engineer

By _____
Federal-Aid and City-County Projects Engineer

Approval Recommended:

_____
District Engineer

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

Micro Fiched

ATTEST: _____
Clerk, Board of Supervisors

By _____

Approved as to Form and Procedure:

_____
Attorney, Department of Public Works

ARTICLE VII – Project Location and description of work proposed:

Location: FAS Project S-1167(4) on County Road 98 and bridge across Putah Creek 9 Joint Project Solono County.

Description of work: Construct bridge and approaches Length 0.19 mile

ARTICLE VIII – Proposed Project funding:

Cost:

Preliminary Engineering by Department		$ 3,000
Contract Items	$340,000	
Trainee(1)	800	
Supplemental Work	2,500	
Subtotal	$343,300	
Contingencies	17,700	
Contract Total		$361,000
Construction Engineering By Department		$ 5,000
TOTAL		$369,000

Financing:

Federal-aid Secondary Funds	$236,329
State Highway Matching Funds	$122,671
County Funds	$ 10,000

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ARTICLE IX: Special Covenants

A. Supersedes and Replaces Article I, Paragraph 4.

County may deposit with the Division of Highways its share of the estimated cost at this time, after award or after the project has been started. Funds deposited prior to award which are in excess of requirements, will be immediately refunded to COUNTY. Should COUNTY fail to pay monies due STATE within 30 days of demand or within such other period as may be agreed between the parties hereto, STATE acting through State Controller, may withhold an equal amount from future apportionments due COUNTY from the Highway Users Tax Fund.

ARTICLE IX -- Nondiscrimination Provisions:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. *Compliance with Regulations:* The contractor will comply with the Regulations of the Department of Commerce relative to nondiscrimination in federally-assisted programs of the Department of Commerce (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. *Nondiscrimination:* The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 8.4 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-II of the Regulations.

3. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

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4. *Information and Reports:* The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Bureau of Public Roads to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department, or the Bureau of Public Roads as appropriate, and shall set forth what efforts it has made to obtain the information.

5. *Sanctions for Noncompliance:* In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Bureau of Public Roads may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

6. *Incorporation of Provisions:* The contractor will include the provisions of paragraph 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Bureau of Public Roads may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. Holdover Clauses

1. Pursuant to the authority contained in Section 2212 of the Streets and Highways Code, it is agreed between the parties hereto that the apportionments of Federal-aid Secondary and State Highway Matching funds to Yolo County for the three successive fiscal years ending June 30, 1973, shall be combined for this project. Also to be combined in this project are any available balances from previous fiscal year apportionments.

2. The County will submit plans, specifications, estimates and the right of way certification prior to October 1, 1973.

3. This revised agreement cancels and supersedes County-State Agreement No. 19.

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ARTICLE X - NONDISCRIMINATION PROVISIONS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

Micro Fiched

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State highway department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State highway department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State highway department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State highway department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Micro Fiched

(Endorsed) Filed Oct 2, 1972
LAURENCE P. HENIGAN, Clerk
By PETE R. LUCAS Deputy

AGREEMENT NO. 72-240

LEASE

THIS LEASE made and entered into this 2nd day of OCTOBER, 1972, by and between ASA J. MORRIS, hereinafter called LANDLORD, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called TENANT,

W I T N E S S E T H:

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1. DESCRIPTION. LANDLORD hereby leases to TENANT, and TENANT hereby hires on the terms and conditions hereinafter set forth those certain permises situated on Third Street in the Town of Knights Landing, known as the Old Post Office Building, more particularly described as follows:

> Lot 8, Block 1 of the Town of Knights Landing as shown on the map thereof filed in the record of the Office of the Yolo County Recorder on August 17th, 1870, excepting therefrom the East 10' of the South 10' of said Lot 8, Block 1 of the Town of Knights Landing.

2. TERM.

a. Duration. The term of this lease shall be for a period of five (5) years, hereinafter referred to as 'original term'.

b. Commencement. The term shall commence on August 1st, 1972.

3. Rent. TENANT shall pay LANDLORD a total rental of eight Thousand One Hundred Sixty Dollars ($8,160.00) payable in monthly installments of $136.00 on the first day of each succeeding calendar month commencing on the 1st day of August, 1972, and continuing until the whole of said rental shall have been paid.

4. UTILITIES. TENANT shall pay all charges for telephone, electricity, gas, heat, air cooling, water, and sewer. TENANT shall also pay an initial twenty dollar ($20.00) fee as payment for the gas that is presently available for use on the property.

5. DAMAGE OR DESTRUCTION.

a. Total Destruction. In case the improvements located upon the premises shall be totally destroyed, this lease shall terminate.

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b. Termination on Partial Destruction. In case the greater part of the improvements located upon the premises shall be damaged or destroyed, TENANT may elect within thirty (30) days after such damage or destruction to terminate this lease.

c. Restoration on Partial Destruction. In case the improvements located upon the premises shall be partially destroyed and TENANT does not elect to terminate this lease, the premises shall be repaired or rebuilt as speedily as possible at the expense of LANDLORD, and, should there be a substantial interference with employees' use of the premises, a just and proportionate part of the fixed rent shall be abated until the premises are repaired or rebuilt.

6. REPAIRS, WASTE, AND ALTERATIONS.

a. Repairs. LANDLORD, at his sole cost and expense, will keep and maintain the said premises and every part thereof, including plumbing and heating and air conditioning equipment in good and sanitary order, condition and repair.

b. Waste and Alterations. TENANT will not commit, or suffer to be committed, any waste upon said premises, or any public or private nuisance, and TENANT will not make or suffer to be made any alterations of the premises or any

part thereof without the written consent of LANDLORD first had and obtained provided, however, that TENANT may remove any fixtures installed by it.

7. OPTION.

a. Renewal Option. LANDLORD hereby grants TENANT a renewal option to renew this lease for an additional term of five (5) years from and after the expiration of the original term. Rent for the additional term shall be determined by negotiation.

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b. Exercise. The option granted herein must be exercised by TENANT by delivery to LANDLORD of written notice of exercise of option not less than three (3) Months prior to the expiration of the original term.

c. Terms and Conditions. Except as set forth in this paragraph the option shall be upon the same terms and conditions as set forth in this instrument.

8. CONDITIONAL LIMITATIONS. Each term and each provision of this lease shall be construed both a covenant and a condition.

9. BINDING ON SUCCESSORS. The terms and provisions of this Lease shall be binding upon and inured to the benefit of the heirs, executors, administrators, successors and assigns of LANDLORD and TENANT.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

Asa J. Morris

ASA J. MORRIS,
LANDLORD

COUNTY OF YOLO, a political subdivision of the State of California,
TENANT

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY PETE E. LUCAS
DEPUTY

RECEIVED
JAN 22 1973
LAURENCE P. HENIGAN, Clerk
By..... Deputy

FILED
JAN 22 1973
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers

YOLO COUNTY AGREEMENT NO. 72-241

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL
STATE OF CALIFORNIA
STD 2 (REV. 1-71)

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
☐
☐
☐

THIS AGREEMENT, made and entered into this 26th day of September, 1972, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
CHIEF DEPUTY DIRECTOR	DEPARTMENT OF MENTAL HYGIENE	72-356

hereafter called the State, and

COUNTY OF YOLO

hereafter called the Contractor.

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WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

To initiate a project to provide mental health services to selected Offenders as an alternative to jail. A complete narrative description is attached and incorporated as Addendum B.

The contractor agrees to carry out the project in accordance with his 1972-73 application for federal Comprehensive Health Service Act funds under provisions of Public Health Service Act, Section 314(d).

Under this agreement, the State agrees to reimburse the Contractor a maximum amount of Twenty Two Thousand Five Hundred Twenty Nine Dollars (22,529) for the period September 1, 1972 through June 30, 1973.

Addendum A and Exhibit III are hereby made a part of the agreement.

XEROX COPY

Dated

County Counsel

--OVER--

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Department of Mental Hygiene	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): County of Yolo
BY (AUTHORIZED SIGNATURE): ► James A Wiesner for	BY (AUTHORIZED SIGNATURE): ► [signature]
TITLE: Chief Deputy Director, Dept. of Mental Hygiene	TITLE: CHAIRMAN BOARD OF SUPERVISORS
(CONTINUED ON ___ SHEETS. EACH BEARING NAME OF CONTRACTOR)	ADDRESS: P.O. Box 1098, Woodland, CA 95695

Do Not Write in This Space

Department of Personnel Services
APPROVED
BY A. Krasher
Asst. Chief Counsel

AMOUNT OF THIS ESTIMATE	APPROPRIATION	FUND
$22,529.00		Federal Aid-CHA (314d)
UNENCUMBERED BALANCE	ITEM / CHAPTER / STATUTES / FISCAL YEAR	
$	DEC 1 1 1972 / 1972 / 72/73	
ADJ. INCREASING ENCUMBRANCE	FUNCTION	
$		
ADJ. DECREASING ENCUMBRANCE	LINE ITEM ACCOUNT	
$	741-52-00	

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER ► | DATE

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201.3 have been complied with and that document ☐ is exempt ☐ is not exempt from review by the Department of Finance.

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY ► | DATE DEC 1 1 1972

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1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

For work or services performed under this agreement, no individual shall be paid wages or salary by Contractor either (1) in excess of $18.75 per hour during any 24-hour period, or (2) more than $150.00 for any 24-hour period out of funds payable by State to Contractor hereunder.

The travel allowance in the project budget approved by the Department of Mental Hygiene shall be expended by the Contractor only for expenses incurred by Contractor for actual transportation costs, and a per diem allowance for meals, lodging, and incidental expenses equivalent to those contained in the State Board of Control Rules relating to the regular State employee per diem rate.

COMPREHENSIVE HEALTH PLANNING AND PUBLIC HEALTH SERVICES FUNDS

1. The Contractor shall furnish an accurate report of the total monthly expenditures under its mental health budget within fifteen (15) days after the end of each month. This report shall be prepared upon a form prescribed by or acceptable to the State Department of Mental Hygiene and shall serve as the basis for reimbursement for the period reported.

2. The Contractor agrees to prepare and furnish such statistical reports of activities and such other plans and reports as the State Department of Mental Hygiene may require. The Contractor agrees to make its financial and other records pertaining to mental health activities which are financed by these public funds available for inspection by the State at any and all reasonable times.

Micro Fiched

3. The funds for the advancement of mental health as supplied by the Federal Government through the State as hereinafter provided are intended to supplement and be in addition to the funds which would otherwise have been appropriated and made available under the budget for local mental health programs.

4. All personnel employed by Contractor with the funds made available by the State Mental Health Authority shall meet the standards of training and experience required for comparable positions in State employment as determined by the State Department of Mental Hygiene, or standards established from time to time by recognized professional bodies and agencies.

5. In accordance with the availability of federal funds, the Department of Mental Hygiene may, in its sole discretion, and with the approval of the Department of General Services, reduce the amount of funds to be availalbe on the contract for the balance of its term.

6. It is essential to the proper control of federal funds under provisions of the Public Health Service Act, Section 314(d) granted to the Department of Mental Hygiene for allocation to local agencies that the plans of expenditure shown in the various applications be followed during the allocation period. It is, therefore, a condition of this contract that the Contractor must notify the Department of Mental Hygiene, in writing, of any substantial change or proposed change in his program of spending.

7. Progress reports for those projects re-applying for funds are due on April 1. Payment for the last two months' claims for reimbursement will be withheld until a satisfactory progress report is received.

DLP/12-17-70

Department of Mental Hygiene
Division of Local Programs
Grants Management
744 P Street
Sacramento, California 95814
(916) 445 8535

STATE OF CALIFORNIA
HUMAN RELATIONS AGENCY

APPLICATION FOR MENTAL HEALTH 314(d) CONTRACT FUNDS

Addendum B

OFFICIAL USE ONLY

App. No. 95/72/74

Rec'd.

PROJECT TITLE:

COMMUNITY ALTERNATIVES REHABILITATION PROGRAM FOR CHRONIC OFFENDERS

AGENCY:

COUNTY OF YOLO

AGENCY CONTACT:

NAME: Philip Walker

TITLE: Coordinator, Alcohol and Other Drug Abuse Program

PHONE: 666-8363

ADDRESS:

P. O. Box 1098
Woodland, CA 95695

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DURATION OF PROJECT (3 YEAR MAXIMUM)

FROM: Sept. 1, 1972 TO: June 30, 1974

314(d) SUPPORT REQUESTED

TOTAL $ 69,539 PER YEAR $ 22,520

SUMMARY OF PROPOSAL: *Use this space to provide a brief summary of your application. Outline the most important parts of the project including objectives and methods.*

This program would be jointly sponsored by the Probation Department, in our Mental Health Services division of the Public Health Department.

Our "Community Alternatives Rehabilitation For Chronic Offenders" has been popularly called the "Weekender Program." The Court offers a community rehabilitation program option to appropriate offenders as an alternative to jail. For example, the offender may be offered six months on Probation with weekends in jail as an alternative to 60 days in jail. If the offender chooses weekends in jail for a specific period of time and sets down the conditions by which the sentence may be suspended (e.g., Involvement in Family Counseling, Alcoholism Counseling, Marriage Counseling, Workshop Program, etc.). At the end of the week, a team usually made up of a Probation Officer, Alcohol and Other Drug Abuse Counselor, Rehabilitation Counselor, sometimes a Sheltered Workshop Supervisor reviews the behavior of the offender to determine whether or not he stays out of jail for that weekend.

Basically the project has three phases: 1) Social and Vocational Rehabilitation where we involve the offender in various combinations in counseling and group therapy. 2) Specific Vocational and Educational pursuit, where the offender pursues a specific vocation. 3) Actual placement in job or school, etc.

Working within this framework we would also be able to deliver services to those individuals who have been part of the Mental Health State Hospital system that have been found not guilty by reason of insanity under Section 1026 of the Penal Code.

Primarily, we will measure how effective we are in reducing recidivism among offenders. For those we work with, how many are arrested again? We would be able to compare behaviors of those who have gone through our program with those who have not.

The applicant hereby affirms that the statements herein are true and complete to the best of his knowledge. The applicant agrees to comply with the Civil Rights Act of 1964 and that no person shall be discriminated against for the reasons of race, color, creed, or national origin. The applicant further agrees to provide the Department of Mental Hygiene alternate annual and final reports on the progress of the project.

Total pages in application _____

Signature _____

Title _____

MH 1547

DETAILED 314(d) BUDGET FOR 12-MONTH PERIOD

10 months

Agency: YOLO COUNTY

FROM: 9-1-72 THROUGH: 6-30-73

DESCRIPTION (Itemize)			AMOUNT REQUESTED (Omit cents)		
PERSONNEL		TIME OR EFFORT % HRS			
NAME (If Known)	TITLE OF POSITION		SALARY	FRINGE BENEFITS	TOTAL
VACANT	COUNSELOR	40/wk	1000/mo		10,000
CONSULTANT COSTS Anticipated expense for project evaluation					833
EQUIPMENT One TV set and one tape-recorder for use in group therapy with patients. We want to keep this set at the rehabilitation center, and we will use the portable audio-visual monitoring equipment that our clinic already posesses.					200
SUPPLIES Educational materials, cassettes, and video-tapes will make up the main expenses that we will incur in this category					250
TRAVEL					417
OTHER EXPENSES (Itemize) Expenses for work-evaluation at the center and on-the-job training connected with our therapy program					7,497
Short-term residential placement expense for those patients who do not qualify for other programs					3,332
TOTAL 314(d) REQUEST					22,529
SITE VISIT COSTS (Completed by Department of Mental Hygiene)					
TOTAL CONTRACT (Completed by Department of Mental Hygiene)					

IN KIND SERVICES OR COSTS (Please list project costs or services for which you will pay.)

Services of full-time probation officer (13,407) Cash contributed by Probation Department for workshop services (5,000). Psychological and coordination services provided by Mental Health Services (8,000). Secretarial services provided by Probation Department (3,000).

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STATE OF CALIFORNIA
DEPARTMENT OF MENTAL HYGIENE
MH 1545.1

DETAILED 314(d) BUDGET FOR 12-MONTH PERIOD

Est. Value: 29,407

Project No. 95/72/74

PROJECT NARRATIVE

Many chronic offenders who repeatedly jump in and out of trouble are referred to our Mental Health Services. These persons travel around a familiar circle of arrests - incarceration and arrest again.

Some persons have been enmeshed in this pattern since youth and are still going the rounds. Some have just started but they have already been arrested two or three times. Their problems take on many shapes and hues - some repeatedly abuse alcohol and other drugs; some repeatedly commit petty crimes; some finally cross the line where they are sentenced to prison for an accumulation of crimes or as a result of a serious crime; but basically, we want to deal with a large number of chronic offenders who are repeatedly arrested at the local community, particularly youth who are just starting out in this pattern. That is the main problem. As we work on the main problem, we will also deal with another in a secondary way, that is, developing more effective coordination of professional, paraprofessional, and agency services. Many agencies are involved with chronic offenders, (Probation, Welfare, Courts, Schools, Mental Health, etc.). Often each agency chips away at part but not the whole problem. It is not uncommon for one agency to be unaware of what the other is doing in specific cases. So that is another problem we want to work on.

OBJECTIVES

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The main thing we want to do is: 1) Develop an effective treatment program for chronic offenders that result in positive behavior change which is in keeping with the referent's personality and integrity as a person; and 2) Tie rehabilitation resources more closely to legal action in a way that respects and protects the chronic offender's civil rights and preserves the distinctive roles of the agencies involved.

We also want to pursue the secondary objective for developing a multi-disciplinary team that can effectively deal with the whole person, not just bits and pieces and involve the community resources professionals, paraprofessionals, and volunteers, in a contiguous rehabilitation process.

METHOD:

We want to use a working team made up of personnel from Mental Health Services, Probation, Vocational Rehabilitation, and the Sheltered Workshop to implement all phases of our program in close cooperation with the Superior and Justice Courts.

The Court will offer a community rehabilitation program option to appropriate offenders as an alternative to jail. e.g., Six months on Probation with a weekend in jail as an alternative to 60 days in jail. If the offender chooses the community rehabilitation option, the Court then sentences the offender to a weekend in jail for a specified period of time and sets down the conditions by which the sentence may be suspended. (e.g., Involvement in Family Counseling, Alcoholism Counseling, Marriage Counseling, Workshop Program, Short Term Residential Placement with Consequent Family Therapy, etc).

The whole team usually (Probation Officer, Mental Health Counselor, Vocational Rehabilitation Counselor,) Sheltered Workshop Counselor and Supervisor is involved in the rehabilitation process with each team member assuming responsibility for specific phases (e.g., Family

Counseling, Weekly Review, Vocational Placement, etc.). For example, the Probation Officer heads up the Weekly Review in which the team gathers with the client to review his progress during the week to determine if he has met the conditions of Probation to stay out of Jail. The criteria is kept simple and clear. "Was the client been on time and involved in required activities?" Mental Health Counselors keep confidence but as a response to the Court action, report whether or not the client has been on time and involved in assigned activities.

Basically the team's response to clients entails three phases: 1) Social Vocational Rehabilitation. This usually includes: A. Involvement in various combinations of counseling and group therapy that takes seriously the influential persons in a client's life, (significant community) and brings them into the rehabilitation process through their involvement in groups and follow-up activities, (Family, social friends, employers as well as new vocational and group involvements. B. Placement in our Yolo County Workshop for about six months, (Where we make vocational evaluations and start limited vocational training which may necessitate taking the client out of his home environment and placing him in a more supportive vocation when he begins the program. However. this would not be in all cases). In this phase team members and clients determine goals and make mutually agreed upon contracts.

SPECIFIC VOCATION AND/OR EDUCATIONAL PURSUIT:

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Phase I blends into Phase II when the team and the client decide that he is ready to begin this phase. The Vocational Rehabilitation Counselor often assumes responsibility for this phase but the team remains intact and members continue to function and work together as a team.

ACTUAL PLACEMENT IN JOB OR SCHOOL:

In Phase III the team continues to keep in contact with the client and members make themselves available but control and review the case is phased out until finally the case is closed.

EVALUATION:

Primarily, we will measure how effective we are in reducing recidivism among offenders. Of those we work with, how many are arrested again? We can compare the behavior of those who have gone through our program with those who have not. At the very minimum, we can measure before and after behavior, that is, by evaluation and testing. We can get a good picture of our client's pattern of behavior and compare it with his behavior pattern after he completes the program. The main measure is how many of those we work with stay out of jail. We hope to measure this among local residents over a period of several months. The recidivism rate of some clients is so high that we can get a fairly immediate indication of how we are doing.

PROGRAM CONTINUATION:

Hopefully at the end of our two year grant, we will be able to continue the program with funding supplemented via County resources and more distinctly from the clientele that have successfully completed the program.

INVENTORY OF SERVICES

YOLO COUNTY MENTAL HEALTH SERVICES

PROGRAM CHIEF

I. Outpatient Services

a. Crisis Intervention
(Psychiatrists, Psychologists, Mental Health Nurse Consultant, Psychiatric Social Workers)

b. Aftercare
(Psychiatrists, Mental Health Nurse Consultant)

c. Psychological Testing
(Psychologists)

d. Individual, Family, Group Therapy
(Psychiatrists, Psychologists, Mental Health Nurse Consultant, Psychiatric Social Workers)

e. Conservatorship Investigation
(Psychiatric Social Worker)

f. Childrens' Services
(Psychologists)
1. Assessment
2. Family Counseling
3. Group Counseling
4. Individual Counseling
5. Tutorial Placement

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II. Alcohol and Other Drug Abuse Control Program

a. Family Counseling
(Counselors)

b. Methadone Maintenance/Withdrawal Program
(Psychiatrist, Mental Health Nurse, Mental Health Aides)

c. Alcohol and Drug Counseling
(Counselor)

III. Inpatient Service

a. Hospital
(Psychiatrists)

IV. Community Services

a. Welfare
(All Staff Members)

b. Parent Counseling
(All Staff Members)

c. Probation
(All Staff Members)

d. Suicide Prevention Service
(Psychologist)

e. Schools
(All Staff Members)

f. Public Health
(All Staff Members)

g. Convalescent Hospitals Consultation
(Psychologist)

h. Courts
(All Staff Members)

V. Affiliated Services

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a. Vocational Rehabilitation
(Counselor)

b. Community Services Branch
(Psychiatric Social Worker)

c. Alta California Regional Center for the Mentally Retarded
(Counselor)

STATEMENT OF POLICIES

1. Eligibility

Any resident of Yolo County is eligible

2. Services

Information and education to interested community groups
Consultation to professional individuals and agencies
Participation in community organizations
Crisis intervention
Group, family and individual counseling and psychotherapy
Collaboration with other county programs and services
Alcohol and other drug abuse programs
Assistance with vocational rehabilitation
Evaluation for therapeutic abortion on psychiatric grounds
Training for students preparing for mental health careers
Research and program evaluation

3. Limitations

None

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4. Fees

Fees are established according to Department of Mental Hygiene's Uniform Method of Determining Ability to Pay, based on annual income

FINANCIAL STATEMENT

Yolo County Mental Health Services

90% State funded

10% County funded

No other grant applications still being considered

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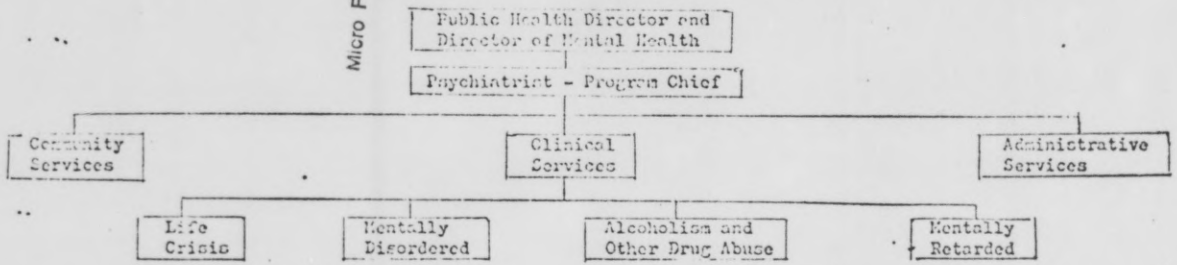
ORGANIZATIONAL CHART



The Mental Health Services, although functioning as a separate department, is under the supervision of the County Health Officer who is also the Director of Mental Health. Public health nurses share in the screening of patients and in the aftercare of patients discharged from mental hospitals.

It is the responsibility of this department to provide community mental health services under the Lanterman-Petris-Short and Short-Doyle Acts. The primary objective is to reduce unnecessary mental hospital admissions and readmissions by providing suitable alternative treatment programs locally.

Clinical Services, which are provided primarily on referral, include a broad range of outpatient psychiatric, psychological, nursing and social services. Special programs are available for children, and for persons afflicted with alcoholism and other drug abuse problems. Short-term full and partial hospitalization and longer-term state hospitalization are available. Vocational rehabilitation is offered, and protective social services are provided to former mental hospital patients living in the community. The mentally retarded are served by cooperative arrangement with the Alta California Regional Center.

Community Services include consultation with other helping agencies and professional persons. Mental health education is provided to interested community groups and individuals.

Administrative Services include program evaluation. Professional training is provided in collaboration with local institutions of higher education.

XEROX
CERTIFIED COPY

To:

Auditor
Mental Health
State Dept. of Mental Hygiene
Vernon H. Betourne, Grants Coordinator
Divison of Local Programs
744 P. Street, Room 684
Sacramento, Cal 95814
Conrad Flanders

BOARD OF SUPERVISORS
Yolo County, California

Date: September 5, 1972
Entry No. 30

Micro Fiched

File:

HEALTH -Mental Health
Community Alternatives
Rehabilitation Program
for Chronic Offenders.

PROBATION- Minute Orders
and Resolutions.

HEALTH- Mental Health-
Minute Orders and Resolutions.

MINUTE ORDER NO. 72-1221: APPROVED APPLICATION FOR GRANT FOR "COMMUNITY ALTERNATIVE REHABILITATION PROGRAM FOR CHRONIC OFFENDERS" AS REQUESTED BY MENTAL HEALTH SERVICES, AND AUTHORIZED THE CHAIRMAN OF THE BOARD TO SIGN SAID APPLICATION.

Upon motion of Supervisor Duncan , seconded by Supervisor Espigares , and duly carried, the above Minute Order was so ordered by the following vote:

Ayes: Edmonds, Duncan, Espigares, Stephens.

Noes: None.

Absent: Dell.

COUNTY of YOLO } ss.

I, LAURENCE P. HINIGAN, County Clerk and ex-officio Clerk of the Board of Supervisors, in and for the County of Yolo, State of California, do hereby certify the foregoing to be a full, true and correct copy of the original as on Minute Order made by the Board of Supervisors, as the same appears upon their minute book.

Witness my hand and seal of said Board of Supervisors affixed this 11th day of September 19 72

LAURENCE P. HINIGAN, County Clerk and Ex-officio Clerk of the Board of Supervisors

By: Barbara A. Rodgerson
Deputy

ORIGINAL

File.

To:

Auditor
Mental Health
State Dept. of Mental Health
Conrad Flanders

BOARD OF SUPERVISORS
Yolo County, California

Date: September 5, 1972
Entry No. 31

Micro Fiched

File:
HEALTH-Mental Health
Community Alternatives
Rehabilitation Program
for Chronic Offenders.
PROBATION- Minute Orders
and Resolutions.
HEALTH-Mental Health-
Minute Orders and Resolutions.

MINUTE ORDER NO. 72-1222: AUTHORIZED SETTING UP A SEPARATE BUDGET UNIT FOR THE COMMUNITY ALTERNATIVE REHABILITATION PROGRAM FOR CHRONIC OFFENDERS WHEN THE APPLICATION GRANT IS APPROVED, BUT THAT NO FUNDS ARE TO BE EXPENDED UNTIL THE GRANT IS APPROVED BY THE STATE HUMAN RELATIONS AGENCY.

Upon motion of Supervisor Edmonds, seconded by Supervisor Espigares, and duly carried, the above Minute Order was so ordered by the following vote:

Ayes: Edmonds, Duncan, Espigares, Stephens.

Noes: None.

Absent: Bell.

[illegible] County [illegible]
Clerk of the Board of Supervisors, in and for the County of Yolo, State of California, do hereby certify the foregoing to be a full, true and correct copy of the Resolution or Minute Order made by the Board of Supervisors, as the same appears upon their minute book.
Witness my hand and seal of said Board of Supervisors affixed this 11th day of September 72
[illegible] Clerk of the Board of Supervisors
By Barbara A. Rodgers

EXHIBIT III

NAME OF LOCAL AGENCY YOLO COUNTY MENTAL HEALTH SERVICES

PROJECT TITLE COMMUNITY ALCOHOLISM REHABILITATION PROGRAM FOR CHRONIC OFFENDERS

STATEMENT OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE REGULATION UNDER TITLE VI, CIVIL RIGHTS ACT OF 1964

STATE ADMINISTERED CONTINUING HEALTH PROGRAMS SUPPORTED BY THE PUBLIC HEALTH SERVICE OR THE CHILDREN'S BUREAU

A. PURPOSE

The YOLO COUNTY MENTAL HEALTH SERVICES (Local Agency) (hereinafter called the Local Agency) hereby states that, pursuant to the provisions of Title VI of the Civil Rights Act of 1964, (hereinafter called Title VI) and the Regulation issued thereunder, 45 C.F.R. Part 80, (hereinafter called the Regulation), the program indicated in Paragraph B below which is financed in whole or in part by federal financial assistance (including matching expenditures) is being and will continue to be conducted in such manner that no person will be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under such program or programs on the ground of race, color, or national origin. The Local Agency is in fact administering, and will continue to administer, these programs in accordance with Title VI, the Regulation, and all requirements imposed by or pursuant thereto, except as indicated in Paragraph E below; and the programs listed in Paragraph E, if any, will, as hereinafter described, be brought into compliance with Title VI and the Regulation.

B. PROGRAM COVERED

Micro Fiched

Grants to Local Agencies for:

/X/ Mental Health Services (Sec. 314(c), PHS Act)

C. PRACTICES OF LOCAL AGENCY

More specifically, but not limiting the above, and except as indicated in Paragraph E:

1. Provision of Services, Financial Aid, or Other Benefits

The Local Agency will make no distinction on the ground of race, color, or national origin in providing to individuals any service, financial aid, or other benefit under any program or programs covered by this Statement. As used here and elsewhere in this Statement:

(a) "Distinction on the ground of race, color, or national origin" includes (1) any type of segregation, separate or different treatment, or other discrimination on that ground, (2) the imposition of any admission, enrollment, quota, eligibility, or other requirement or condition which individuals must meet in order to be provided any service, financial aid, or other benefit under a program or to be afforded an opportunity

to participate in a program if the race, color, or national origin of individuals is considered in determining whether they meet any such requirement or condition, (3) the use of membership in a group as a basis for the selection of individuals for any purpose, or if in selecting members of the group there is discrimination on the ground of race, color, or national origin, and (4) the assignment of times or places for the provision of services, on the basis of the race, color, or national origin of the individuals to be served.

It does not, however, include distinctions on the ground of race, color, or national origin found by the responsible Agency official to be necessary to the conduct of research or experimental programs having as their primary objective the discovery of new knowledge concerning special characteristics of particular racial or other ethnic groups.

(b) "Service, financial aid, or other benefit" under a program receiving Federal financial assistance includes any education or training, any evaluation, guidance, counseling, or placement service or any welfare, rehabilitation, housing, or recreational service or any referral of individuals for any of the foregoing services, any scholarship, fellowship, or traineeship stipend or allowance, and any loan or other financial assistance or benefit (whether in cash or in kind), which is made available to individuals (1) with the aid of Federal financial assistance, or (2) with the aid of the State's or Local Agency's expenditures required to be made available for the program as a condition to the receipt of Federal financial assistance, or (3) in or through a facility provided with the aid of Federal financial assistance or the funds referred to in (2) above.

2. Use of Facilities

Micro Fiched

The Local Agency will make no distinction on the ground of race, color, or national origin in making available to individuals the use of any land, building, equipment, or other facility leased, acquired, constructed, improved or equipped under any program or programs covered by this Statement including:

(a) the use of any room, dormitory, yard, or other space in the facility;
(b) the use of any equipment in the facility;
(c) the use of any office, waiting room, rest room, eating, recreational, concession, or other accommodation or convenience provided in the facility;
(d) the use of any facility not provided with the aid of Federal assistance if the availability of such facility is required as a condition to the receipt of Federal financial assistance for the Federally-assisted facility.

3. Opportunities to Participate

The Local Agency will make no distinction on the ground of race, color, or national origin in affording opportunities to individuals to participate (other than as employees) in any program or programs covered by this Statement including opportunities to participate:

(a) as providers of any service, financial aid, or other benefit to individuals under the program (e.g., as physicians, surgeons, dentists, or other professional practitioners seeking the privilege of practicing in a Federally-aided hospital or other facility),

(b) as conferees, observers, consultants, or advisors, or as members of advisory or planning groups, or

(c) as volunteers (e.g., as voluntary workers, or as patients or other subjects of study or experimentation in research, survey, demonstration, or like programs).

4. Employment Practices

The Local Agency will make no distinction on the ground of race, color, or national origin in its employment practices (including recruitment or recruitment advertising, hiring, layoff or termination, upgrading, demotion, or transfer, rates of pay or other forms of compensation, and use of facilities) with respect to individuals seeking employment or employed under any program or programs covered by this Statement where a primary objective of the Federal financial assistance for the program is to provide employment to such individuals, including programs under which the employment is provided:

(a) as a means of extending financial assistance to students or to needy persons,

(b) to students, fellows, interns, residents, or others in training for related employment (including research associates or assistants in training for research work), or

(c) to reduce unemployment or to provide remunerative activity to individuals who because of severe handicaps cannot be readily absorbed in the competitive labor market.

With respect to construction employment under any such program the Local Agency will comply with the requirements specified in or pursuant to Executive Order 11114.

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5. Advantages, Privileges, and Accommodations

The Local Agency will make no distinction on the ground of race, color, or national origin in making available to individuals provided any service, financial aid, or other benefit under the program or programs covered by this Statement, or to individuals afforded an opportunity to participate in any such program, any advantage, privilege, or accommodation (such as housing, eating, health, cultural, athletic, or recreational services, facilities, or accommodations, or the use of offices, waiting rooms, or rest rooms) which the Local Agency makes available, with or without the aid of Federal financial assistance, to any such individuals.

6. Use of Criteria and Methods of Administration

The Local Agency in determining the types of activities, services, financial aid, or other benefits, or facilities which will be provided or included under any such program, (or planned for) in the case of a planning survey, or the geographic areas, sites or situations in which such activities, services, financial aid, other benefits, or facilities will be provided

or included (or planned for) under any such program, or the class of individuals to be afforded an opportunity to participate in any such program, will not utilize any criteria or methods of administration which result in or have the effect of distinctions being made between individuals on the ground of their race, color, or national origin, or which have the effect of defeating or substantially impairing accomplishment of the objectives of the program as respects individuals of a particular race, color, or national origin.

7. Information to Beneficiaries, Participants, and Others

The Local Agency and other political subdivisions, agencies, institutions or organizations participating in the programs will make available to beneficiaries, participants and other interested persons such information regarding the provisions of the Regulation and this Statement, and make such information available in such manner, as the responsible Department official may from time to time specify.

8. Records, Reports, and Access to Facilities and Sources of Information

The Local Agency and other political subdivisions, agencies, institutions or organizations participating in the program will keep such records and from time to time submit such reports as the responsible Department official may require to insure compliance with the Regulation and this Statement. For the same purpose, all facilities of the Local Agency, other political subdivisions, agencies, institutions or organizations participating in the program and all records, books, accounts, and other sources of information pertinent to the ascertainment of the Local Agency's compliance with the Regulation and such compliance by other political subdivisions, agencies, institutions or organizations participating in the program will be available for inspection at any time during normal business hours by a DHEW representative authorized to make such inspections.

9. Application to Subgrantees, Contractors and Other Agents

Micro Fiched

The Local Agency recognizes that its obligation to conduct the program or programs covered by this Statement in accordance with the requirements of Title VI and the Regulation, extends not only to those activities and programs which are conducted directly by the Local Agency but also to all activities and programs which are conducted by other agencies, institutions, organizations, or political subdivisions through Federal financial assistance made available to them by the Local Agency by way of subgrants, contracts, or other arrangements, and through expenditures which are used to match such Federal financial assistance for the purpose of carrying out the Federal program or programs.

D. DEFINITIONS

All terms used herein shall have the same meaning as the terms defined in Section 80.13 of the Regulation. The term "responsible Department official" shall mean such official or his designee.

E. PROGRAMS NOT IN COMPLIANCE

The manner and instances, if any, in which the Local Agency is not able to assure that the programs listed in Paragraph B above are being conducted in compliance with Title VI, the Regulation, and the practices listed in Paragraphs A through D above, are as follows:

Identified on an attachment and incorporated herein are all the programs and parts of programs which at the time this Statement is executed are not in compliance with Title VI, the Regulation, and such practices. (Be specific with respect to the grant program, the prohibited practices, the geographic areas, the identification of the political subdivision, institution, or organization, the extent of noncompliance, and the steps and timing for bringing such programs or parts of programs into compliance.)

F. METHODS OF ADMINISTRATION TO ASSURE COMPLIANCE

The methods of administration, staffing arrangements, assignment of responsibilities and procedures set forth in detail on the attachment and incorporated herein are those which will be followed to assure:

(a) that the programs covered by this Statement are being and will continue to be conducted in compliance with Title VI, the Regulation and the practices listed in Paragraphs A through D; and
(b) that, within the period of time indicated, any programs or parts of programs listed in Paragraph E above will be brought into compliance with Title VI, the Regulation and such practices.

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G. RELIANCE ON REPRESENTATIONS

The Local Agency recognizes and agrees that the Federal financial assistance referred to herein will be extended in reliance on the representations contained in this Statement.

YOLO COUNTY MENTAL HEALTH SERVICES
Local Agency

OCT 10 1972
(Date)

By _____
(Authorized Official)

AGREEMENT NO. 72-242

Woodland, California

October 2, 1972, 1972

FILED
OCT - 2 1972
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

West Sacramento Sanitary District.
Grantors

RIGHT OF WAY CONTRACT-COUNTY HIGHWAY

Document No. 72-44 in the form of a Highway Easement Deed, covering the following described property:

All that portion of Lot 29 of Riverbank Extension No.2, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on January 6, 1913, in Book 2 of Maps at page 66, and more particularly described as follows:

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BEGINNING at the point of intersection of a line parallel with the West line of Lot 29 and 350.00 feet Easterly, measured at right angles to said West line and the North line of the Southern Pacific Railroad right of way; thence North 09°46'00" East 105.16 feet parallel to the West line of Lot 29 to a point on the Easterly prolongation of the centerline of Citrus Street; thence continuing along said parallel line North 09°46'00" East 30.00 feet; thence South 80°14'00" East 42.00 feet; thence South 09°46'00" West 82.00 feet; thence North 80°14'00" West 34.00 feet; thence South 09°46'00" West 50.50 feet to said North line of the Southern Pacific right of way, a non-tangent curve; thence along said curve, concave to the south, with a radius of 8,704.42 feet, thru a central angle of 00°03'19", an arc length of 8.40 feet, with a chord that bears South 81°56'02" West 8.40 feet to the point of beginning.

has been executed and delivered to Lloyd H. Roberts, Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed public improvement.

II. The County shall:

A. Pay the undersigned grantor the sum of $700.00 for the property as conveyed by Highway Easement Deed No. 72-44 (Herein described) within sixty (60) days after title to said property vests in, or is in escrow for the County of Yolo, free and clear of all liens, encumbrances , assessments, easements, and leases recorded and/or unrecorded.

Pay the undersigned grantor the sum of $300.00 for the removal and relocation of that portion of Districts fence affected by the construction of this project.

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The above transactions will be handled through an escrow number 62193 with Western Title Guaranty Compay of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps, if required, and if title insurance is desired by the County, the premium charged therefore.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: May 17 1972

WEST SACRAMENTO SANITARY DISTRICT

Chairman of the Board of Directors
Grantor

Secretary - West Sacramento
Sanitary District

COUNTY OF YOLO

Chairman of the Board of Supervisors
County of Yolo, State of California

Recommended for Approval
By

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

Approved as to form
Deputy

County Counsel of Yolo County

FILED
NOV - 6 1972
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 72- 243

(Agreement for Volunteer Coordinator,
Youth Services Bureau)

THIS AGREEMENT dated this 2nd day of October, 1972, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and BARBARA BUHLERT, hereinafter called CONTRACTOR,

W I T N E S S E T H:

RECITALS:

1. COUNTY operates a Youth Services Bureau and desires to provide volunteers to serve as tutors, organizational advisors, and in an "Aunts and Uncles" program for youth receiving the services of the Youth Services Bureau.

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2. COUNTY desires to retain the services of CONTRACTOR, and CONTRACTOR desires to provide services to recruit, screen, train, match and supervise volunteers to serve in said programs.

AGREEMENTS.

1. In accordance with the terms and conditions of this agreement, CONTRACTOR agrees to recruit, screen, train, match and supervise volunteers, to serve as tutors, organizational advisors, and in the "Aunts and Uncles" program of the Youth Services Bureau, and to do so for twenty (20) hours each week during the period commencing October 1st, 1972, and ending on June 30th, 1973.
2. In accordance with the terms and conditions of this agreement, COUNTY agrees to pay CONTRACTOR monthly for services pursuant to this agreement at the rate of THREE DOLLARS ($3.00) per hour.
3. IT IS MUTUALLY AGREED AS FOLLOWS:
   a. The tutors to be recruited, screened, trained, matched

and supervised pursuant to this agreement shall expand the existing tutorial program.

b. Organizational advisors recruited, screened, trained, matched and supervised pursuant to this agreement shall assist the Youth Services Program through organizing and advising juvenile organizations for the teaching of organizational skills and provide the stabilizing influence of an interested adult advisor.

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c. The "Aunts and Uncles" program is one whereby adults in the community establish relationships with young people receiving services of the Youth Services Bureau to provide some supervision and give stability to a juvenile who is in an unstable family situation but who would not gain the greatest benefit by removal from his family.

d. No alterations or variations in the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, and no alterations or variations of the terms hereof unless so made, shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Audie Thurman
CHAIRMAN OF THE BOARD OF SUPERVISORS

11-6-72

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

(SEAL)

Barbara Buhlert
BARBARA BUHLERT

FILED

FEB 28 1973

LAURENCE P. HENIGAN, Clerk

By Barbara Rogers

YOLO COUNTY AGREEMENT NO. 72-348

CALIFORNIA COUNCIL ON CRIMINAL JUSTICE A- 123 -72

APPLICATION FOR GRANT FOR LAW ENFORCEMENT PURPOSES

Application is hereby made for a grant under the provisions of the Omnibus Crime Control and Safe Streets Act of 1968 (PL 90-351) as amended in the amount and for the purpose indicated in the following application.

Title of Project YOLO COUNTY YOUTHCOURT MAINTENANCE & PHARMACOLOGY PROJECT #0572	
Applicant (Name, address, & telephone) County of Yolo Yolo County Courthouse Court Street Woodland, California 95695 916/666-8541	Duration of Project October 1, 1972 - September 30, 1973 Total Project Cost 133,489
Project Director (Name, address, telephone) Captaine P. Thomson, M.D. Mental Health Services, Yolo County 213 West Beamer Street, P. O. Box 121 Woodland, California 95695 916/666-8363	Total Grant Funds Requested 37,758 Micro Fiche Second Year Grant Funds Requested 37,758
Financial Officer (Name, address, telephone) Yolo County Auditor-Controller Yolo County Courthouse Court Street Woodland, California 95695 916/666-8541	Signature of Applicant Date 1/29/73 Typed Name and Title Chairman Board of Supervisors

1. Applicant agrees to implement this law enforcement grant project in accordance with the attached proposal and within the terms provided by Title I, Part C, Omnibus Crime Control and Safe Streets Act of 1968 (PL 90-351) as amended. Applicant further agrees to submit reports as required by the Council.

2. Applicant agrees to establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and required non-federal expenditures, that meet the requirement of the State of California to the federal government as specified in Title I, Pact C, of the Omnibus Crime Control and Safe Streets Act of 1968 as amended.

   Applicant further agrees to make available and to expend from nonfederal sources, as needed, adequate resources for meeting matching requirements specified in Title I, Part C, Omnibus Crime Control and Safe Streets Act of 1968 as amended.

   Applicant further agrees that funds awarded pursuant to this application will be used to supplement and not supplant funds otherwise made available for law enforcement purposes, and to the extent possible, will be used to increase such funds.

3. In the event the applicant shall fail, in the opinion of the Council, to perform in accordance with the terms of this law enforcement grant project the Council may terminate this agreement.

4. Applicant agrees to comply with the provisions and requirements of Title VI of the Civil Rights Act of 1964 and all regulations issued by the Department of Justice (28 CFR Part 42) issued pursuant to that Title, to the extent that no person shall, in regards to race, color, or national origin, be excluded from participation in, or denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal assistance originating from the United States Department of Justice.

AWARD

#0572

Grant funds are hereby awarded to County of Yolo under the provisions of Title 1, Part C, Omnibus Crime Control and Safe Streets Act of 1968 (PL 90-351) as amended on the terms stated above and in the amount of $ 37,758. Funds will be made available in accordance with prescribed fund distribution procedures specified by the Council.

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Date 7/9/73

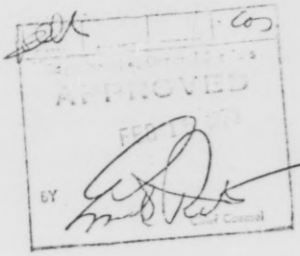
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201.13 have been complied with and this document is exempt from review by the Department of Finance.

By _____
Executive Director
California Council on Criminal Justice

Special Deposit Fund LEAA

Fiscal Year 72/73

_____
Accounting Officer



Project Summary:

In the first year of our project, we carried out an experimental detoxification program and a multiple site (three) distribution for our Methadone Maintenance Program. This year, we would like to refine and consolidate our dispensing system and compare single site dispensing with larger groups for our Methadone Maintenance Program. We will increase our dispensing to fifty patients. We will improve and increase our drug counseling both to the addict and his family.

The Pharmacology Research Project is studying metabolism of methadone in man and improving techniques for detecting drug abuse will continue.

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We will also be collecting and correlating data on the extended withdrawal project completed during the first year.

Impact and evaluation of our program will be done by our executive committee at the completion of this year and by an independent committee composed of members of the County Health Department, the Police, the Probation Dept., the Medical School and Board of Supervisors.

SPECIAL CONDITIONS

In addition to the terms of the grant agreement as specified in the body of the contract (CCCJ Form 502, Application for Grant for Law Enforcement Purposes), the grant award is also subject to compliance with the following special condition(s):

Project Reporting Requirements:

In addition to a final technical report and an abstract of that report of approximately 200 words, there is a requirement for quarterly progress reports during the period of the grant project. These reports are due 30 days after the end of the grant period or 30 days at the end of the quarter. The content of these reports will be as follows. Reports should be cumulative, i.e., describe progress from the beginning of the project to the report date. They should describe activities and accomplishments during the report period with specific attention to project phases or stages completed (e.g., initial planning stage, completion of preliminary survey effort, purchase of required equipment staging of pilot training programs, etc.). Reports should be concrete and specific concerning accomplishments, e.g., number of people trained, volume of correctional services provided, extent of equipment usage, etc. Special reports, should be attached, and major administrative or design developments should be attached, and major administrative or design, improvements or new methods introduced). Problem areas and critical observations should be mentioned and frankly discussed, as well as project successes. Requirement be inserted in the proposal contract stipulating that the regional office be provided with quarterly reports and the final report including the project evaluation.

Fiscal Requirements:

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Approval of the grant budget and its cost estimates shall not relieve the applicant from seeking to secure maximum savings on purchases through competitive bidding or other negotiations in accordance with State and local law, regulations, and rules and to have all purchases well documented.

Applicant agrees to maintain detailed documentation of cost expended for matching contributions relative to personal services reflecting definite cost for time expended and to maintain time distribution records (functional time reports) for all project related personnel.

Approval of this grant award in no way commits CCCJ to future funding.

The value of matching contributions shall be based on actual cost incurred by the subgrantee and shall be supported by detailed documentation.

(continued on next page)

Applicability of Hatch Act Provisions to
Local Agency Officers and Employees

The original Hatch Act ("an act to prevent pernicious political activities"), enacted in 1939, did not include state or local agency officers or employees. 53 Stat. 1147. The 1940 amendment, 54 Stat. 767, extended the Act to cover these individuals. In 1966, the laws relating to the organization of the United States Government, including the Hatch Act, were revised, codified, and enacted as Title 5 of the United States Code. Public Law 89-554, Hatch Act provisions thus reenacted in Title 5 were repealed, 80 Stat. 632, so that the appropriate statutory reference today is no longer to the Hatch Act, but to the applicable sections of said Title 5.

The political activities of certain state and local employees are the subject of chapter 15, beginning at section 1501. Chief among proscribed activities, pursuant to section 1502, are the influencing of elections, the coercive solicitation of political contributions and the taking of an active part in political management or in political campaigns.

The statute is violated only when the proscribed activities are engaged in by a "state or local officer or employee" which term is defined in section 1501(4) as

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> "An individual employed by a state or local agency whose principal employment is in connection with an activity which is financed in whole or in part by loans or grants made by the United States or a federal agency, but does not include -
>
> (A) an individual who exercises no functions in connection with that activity; or
>
> (B) an individual employed by an educational or research institution, establishment, agency, or system which is supported in whole or in part by a state or political subdivision thereof, or by a recognized religious, philanthropic, or cultural organization."

It is thus clear that, with some exceptions, officers and employees of a local government agency engaged in a LEAA financed activity are subject to chapter 15 if their principal employment is in connection with such activity. It has been held that a person's part-time position may be his "principal employment" within the meaning of chapter 15. Smyth v. United States Civil Service Commission, 291 F. Supp. 568 (1968).

If the United States Civil Service Commission after a hearing determines that a violation of section 1502 has occurred warranting the dismissal of the officer or employee, it notifies him and his agency of such determination. If within 30 days after such notice the offending officer or employee has not been dismissed or, though dismissed, has been reappointed within 18 months, LEAA will be required to withhold from its grants to the agency to which notice was given an amount equal to two years' pay at the rate the officer or employee was receiving at the time of violation. Sections 1504 thru 1506. Details of procedure will be found in sections 1507 and 1508.

Standard Grant Conditions: This item sets forth the conditions for the extension of grant assistance to any applicant and, when an award is made and grant funds are accepted thereunder, will become a binding contractual commitment of the grantee. The applicant should satisfy itself that it has read, understands, and is willing to comply with these grant conditions and the rules and regulations incorporated therein concerning administration of grants established by the Law Enforcement Assistance Administration and the California Council on Criminal Justice.

(1) Reports. The grantee shall submit, at such times and in such form as may be prescribed, such reports as the California Council on Criminal Justice may reasonably require, including monthly financial reports and quarterly progress reports and final financial and narrative reports.

(2) Copyrights. Where activities supported by this grant produce original books, manuals, films or other copyrightable material, the grantee may copyright such, but CCCJ reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, and use such materials, and to authorize others to do so. The California Council on Criminal Justice also reserves the right to require the grantee not to publish and the grantee thereupon shall refrain from publishing, any material, whether copyrighted or not where the publication of that material was specifically commissioned by and for the California Council on Criminal Justice. However, such right shall not be exercised unreasonably. Any publication by the grantee shall include on the the title page, a standard disclaimer of responsibility by the California Council on Criminal Justice for any opinions or conclusions contained therein.

(3) Patents. If any discovery or invention arises or is developed in the course of or as a result of work performed under this grant, the grantee shall refer the discovery or invention to the California Council on Criminal Justice, which will determine whether or not patent protection will be sought, how any rights therein, including patent rights, will be disposed of and administered, and the necessity of other action required to protect the public interest in work supported with federal funds, all in accordance with the Presidential Memorandum of August 23, 1971, on Government Patent Policy.

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(4) Discrimination Prohibited. No person shall, on the grounds of race, creed, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under grants awarded pursuant to PL 90-351 or under any project, program or activity supported by this grant. The grantee must comply with the provisions and requirements of Title VI of the Civil Rights Act of 1964 and regulations issued by the Department of Justice and the Law Enforcement Assistance Administration thereunder as a condition of award of federal funds and continued grant support. As required by Section 518(b) of PL 90-351, this grant condition shall not be interpreted to require the imposition in grant-supported projects of any percentage ratio, quota system, or other program to achieve racial balance or eliminate racial imbalance in a law enforcement agency.

(5) Termination of Aid. This grant may be terminated or fund payments discontinued by CCCJ where it finds a substantial failure to comply with the provisions of PL 90-351 or regulations promulgated thereunder, including these grant conditions or contract obligations, but only after notice and hearing and pursuant to all procedures set forth in Sections 510 and 511 of PL 90-351.

(6) Inspection and Audit. The California Council on Criminal Justice or any of its duly authorized representatives, shall have access for purpose of audit and examinations to any books, documents, papers, and records of the grantee, and to relevant books and records of subgrantees and contractors, as provided in Section 521 of PL 90-351.

(7) Maintenance of Records. All required records shall be maintained until a Federally approved audit is completed and all questions arising therefrom are resolved, or five years after completion of a project.

(8) Utilization and Payment of Funds. Funds awarded are to be expended only for purposes and activities covered by grantee's approved project plan and budget. Project funds may be made available through a letter of credit system pursuant to rules and procedures as to establishment, withdrawals, etc., issued by the Administration and with which grantees must comply. Where grant awards are not sufficiently large to require this system, payments will be made on the basis of periodic requests and estimates of fund needs submitted by the grantee. Payments will be adjusted to correct previous overpayments or underpayments and disallowances resulting from audit.

(9) Allowable Costs. The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in Bureau of Budget Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State and Local Governments", as further defined and delimited in conditions 11 and 12 below, and in the CCCJ Fiscal Affairs Manual.

(10) Expenses Not Allowable. Grant funds may not be expended for (a) items not part of the approved budget or separately approved by CCCJ; (b) purchase or construction of land and buildings or improvements thereon, or payment of real estate mortgages or taxes, unless specifically provided for in the grant agreement; (c) dues to organizations or federations; (d) entertainment including luncheons, banquets, gratuities or decorations; (e) purchase of automobiles or other automotive vehicles unless provided

Standard Grant Conditions - Continued

for in the grant agreement; or (f) indirect (overhead) costs, where the grantee does not have an audited indirect expense allocation system and rate acceptable to CCCJ. Expenditure of funds in excess of the submitted total cost estimate for any major budget category will be permitted only with CCCJ approval where this involves an increase of more than 5 percent in the total category cost estimate.

Such increase will be deemed, in effect, to constitute an amendment of the grant application and award requiring grantor concurrence.

(11) Written Approval of Changes. Grantees must obtain prior written approval from CCCJ for major project changes. These include (a) changes of substance in project activities, designs or research plans set forth in the approved application; (b) changes in the project director or key professional personnel identified in the approved application; and (c) changes in the approved project budget as specified in the preceding condition.

(12) Project Income. All interest or other income earned by the grantee with respect to grant funds or as a result of conduct of the grant project (sale of publications, registration fees, service charges on fees, etc.) must be accounted for. Interest on grant funds must be returned to LEAA by check payable to the United States Treasury, and other income should be applied to project purposes or in reduction of project costs; provided, however, that if the grantee is a unit of government, the grantee shall not be accountable for interest earned on grant funds pending their disbursement or actual application for project purposes.

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(13) Income from Other Sources. All income from other sources, such as contributions, donations or funds from other grant programs, must be accounted for and reported to the California Council on Criminal Justice. The grantee certifies that no other federal funds will be received or used for the portions of the project funded by CCCJ.

(14) Title to Property. Title to property acquired in whole or in part with grant funds in accordance with approved budgets shall vest in the grantee subject to divestment at the option of CCCJ (to the extent of LEAA contribution toward the purchase thereof) exercisable only upon notice within 120 days after the end of the grant period or termination of the grant. Grantees shall exercise due care in the use, maintenance, protection and preservation of such property during the period of project use.

(15) Third Party Participation. No contract or agreement may be entered into by the grantee for execution of project activities or provision of services to a grant project (other than purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved proposal or approved in advance by the California Council on Criminal Justice. Any such arrangements shall provide that the grantee will retain ultimate control and responsibility for the grant project and that the contractor or subgrantee shall be bound by these grant conditions and any other requirements applicable to the grantee in the conduct of the project.

(16) Obligation of Grant Funds. Grant funds may not, without advance written approval by CCCJ, be obligated prior to the effective date or subsequent to the termination date of the grant period. Obligations outstanding as of the termination date shall be liquidated within 90 days. Such obligations must be related to goods or services provided and utilized within the grant period.

(17) Performance Bond. All applicants who are not units of city, county or state governments are required to bond within 30 days after final execution of this contract all individuals who will receive or disburse grant funds. The amount of the bond will be at least 50 percent of the total grant award.

(18) Fiscal Regulations. The fiscal administration of grants shall be subject to such further rules, regulations and policies, concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by CCCJ, including those set forth in the CCCJ Fiscal Affairs Manual.

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS ACT OF 1964. The applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and all requirements imposed by or pursuant to that title, to the end that no person shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance from the department; and gives further assurance that it will promptly take any measures necessary to effectuate this commitment as more fully set forth in the standard grant conditions set forth above. This assurance shall obligate the applicant for the period during which federal financial assistance is extended to it by the department and is given in consideration of and for the purpose of obtaining the grant for which application is hereby made, and the United States shall have the right to seek judicial enforcement of this assurance.

for in the grant agreement; or (f) indirect (overhead) costs, where the grantee does not have an audited indirect expense allocation system and rate acceptable to CCCJ. Expenditure of funds in excess of the submitted total cost estimate for any major budget category will be permitted only with CCCJ approval where this involves an increase of more than 5 percent in the total category cost estimate.

Such increase will be deemed, in effect, to constitute an amendment of the grant application and award requiring grantor concurrence.

(11) Written Approval of Changes. Grantees must obtain prior written approval from CCCJ for major project changes. These include (a) changes of substance in project activities, designs or research plans set forth in the approved application; (b) changes in the project director or key professional personnel identified in the approved application; and (c) changes in the approved project budget as specified in the preceding condition.

(12) Project Income. All interest or other income earned by the grantee with respect to grant funds or as a result of conduct of the grant project (sale of publications, registration fees, service charges on fees, etc.) must be accounted for. Interest on grant funds must be returned to LEAA by check payable to the United States Treasury, and other income should be applied to project purposes or in reduction of project costs; provided, however, that if the grantee is a unit of government, the grantee shall not be accountable for interest earned on grant funds pending their disbursement or actual application for project purposes.

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(13) Income from Other Sources. All income from other sources, such as contributions, donations or funds from other grant programs, must be accounted for and reported to the California Council on Criminal Justice. The grantee certifies that no other federal funds will be received or used for the portions of the project funded by CCCJ.

(14) Title to Property. Title to property acquired in whole or in part with grant funds in accordance with approved budgets shall vest in the grantee subject to divestment at the option of CCCJ (to the extent of LEAA contribution toward the purchase thereof) exercisable only upon notice within 120 days after the end of the grant period or termination of the grant. Grantees shall exercise due care in the use, maintenance, protection and preservation of such property during the period of project use.

(15) Third Party Participation. No contract or agreement may be entered into by the grantee for execution of project activities or provision of services to a grant project (other than purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved proposal or approved in advance by the California Council on Criminal Justice. Any such arrangements shall provide that the grantee will retain ultimate control and responsibility for the grant project and that the contractor or subgrantee shall be bound by these grant conditions and any other requirements applicable to the grantee in the conduct of the project.

(16) Obligation of Grant Funds. Grant funds may not, without advance written approval by CCCJ, be obligated prior to the effective date or subsequent to the termination date of the grant period. Obligations outstanding as of the termination date shall be liquidated within 90 days. Such obligations must be related to goods or services provided and utilized within the grant period.

(17) Performance Bond. All applicants who are not units of city, county or state governments are required to bond within 30 days after final execution of this contract all individuals who will receive or disburse grant funds. The amount of the bond will be at least 50 percent of the total grant award.

(18) Fiscal Regulations. The fiscal administration of grants shall be subject to such further rules, regulations and policies, concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by CCCJ, including those set forth in the CCCJ Fiscal Affairs Manual.

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS ACT OF 1964. The applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end that no person shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance from the department; and gives further assurance that it will promptly take any measures necessary to effectuate this commitment as more fully set forth in the standard grant conditions set forth above. This assurance shall obligate the applicant for the period during which federal financial assistance is extended to it by the department and is given in consideration of and for the purpose of obtaining the grant for which application is hereby made, and the United States shall have the right to seek judicial enforcement of this assurance.

15. BUDGET SUMMARY FOR GRANT PROJECT

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If it is anticipated that funds will be requested for second and/or third year activities, fill in those spaces. If this application is for second year funding, then fill in the "Total First Year" with the approved amounts for that period, and the anticipated amounts for third year funding.

	TOTAL FIRST YEAR*			TOTAL SECOND YEAR*			TOTAL THIRD YEAR*		
BUDGET CATEGORY	TOTAL	GRANT FUNDS	MATCHING FUNDS	TOTAL	GRANT FUNDS	MATCHING FUNDS	TOTAL	GRANT FUNDS	MATCHING FUNDS
PERSONAL SERVICES	$90,799.	$52,193.	$38,606.	$102,297.	26,598.	75,699.	$99,154.	$50,855.	$48,299.
TRAVEL	$ 3,622.	$ 3,622.		3,622.	3,622.		3,460.	3,460.	
CONSULTANT SERVICES									
SUPPLIES & OPERATING EXPENSES	$36,852.	$ 9,700.	$27,152.	27,570 ~~28,273~~.	7,538.	~~20,735~~.	34,352.	7,200.	27,152.
EQUIPMENT	$10,283.	$10,000.	$ 283.						283.
TOTAL PROJECT COST	$141,556.			~~134,192~~.			$136,966.		
GRANT FUNDS REQUESTED		$75,515.			$ 37,758.			61,515.	
GRANTEE CONTRIBUTION			$66,041.			$ ~~96,434~~. 95,731			$79,194.

*Budget should be based on a grant year (12 month or shorter period if the project is less than 12 months) rather than calendar year or fiscal year.

METHADONE MAINTENANCE & PHARMACOLOGY RESEARCH PROJECT
1972-73
CALIFORNIA COUNCIL ON CRIMINAL JUSTICE
DETAILED PROJECT BUDGET

BUDGET CATEGORY	TOTAL	GRANT FUNDS	MATCHING FUNDS	
			CASH	IN-KIND
16. Personal Services				
A. Salaries				
Principal Investigator (20%)	6,348.			6,348.
Co-Investigator-Dir.of Pharm Res (5%)	1,436.			1,436.
Ass't Dir Pharm Research (20%)	3,500.			3,500.
Public Health Nurse	11,363.	5,431.	5,932.	
Coor. Drug Abuse Program (25%)	4,467.			4,467.
Counsellor Drug Abuse (25%)	3,527.			3,527.
Psy. Social Worker (MHS) (25%)	3,914.			3,914.
Laboratory Technicians (2)	18,360.	9,000.	9,360.	
Psychiatrist (Including Benefits)	27,085.		27,085.	
Mental Health Nurse Cons. ""%time	7,210.	7,210.		
Account Clerk I " "	7,168.		7,168	
Mental Health Aide (1½) " "	7,493.	4,957.	2,536.	
B. Employee Benefits				
Workman's Compensation	426.		426.	
TOTALS	102,297.	26,598.	52,507.	23,192.

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17. Travel

Travel to dispensing site, pharmacy, jail, and follow-up visitation, etc.	3,622.	3,622.		
TOTALS	3,622	3,622		

18. Consultant Services

TOTALS				

DETAILED PROJECT BUDGET (CON'T,

BUDGET CATEGORY	TOTAL	GRANT FUNDS	MATCHING FUNDS	
			CASH	IN-KIND
19. Supplies and Operating Expenses				
A. Pharmaceuticals				
Methadone				
Flavoring agent, preservative	12,000.	4,370.	7,630.	
Thin Layer Chromatographis Supplies	5,000.	3,168.	1,832.	
B. Dispensing Site				
Lab Space, UCD				
Office Space	~~543.~~			~~543.~~
C. Office Supplies	~~500.~~			~~500.~~
D. Administrative Overhead	10,230.			10,230.
TOTALS	~~38,273.~~ 37,570	7,538.	9,462.	~~27,273.~~ 14,570
20. Equipment				
TOTALS				
21. TOTAL PROJECT COST	~~131,792.~~ 133,492	37,758.	61,969.	~~34,065.~~ 33,765
22. Percent of Total Project Cost		28%	46%	26%

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23. Budget Narrative: Begin below and add as many continuation pages (numbered 5-A, 5-B, etc.) as may be necessary to relate the items budgeted to project activities and complete the required Justification and explanation of the project budget. Explain the sources the grantee will utilize for its matching contribution. Enumerate those proposed expenditure items that require prior approval, as specified in Bureau of the Budget Circular A-87, and in CCCJ Fiscal Affairs Manual, so prior approval may be considered at the time application is made.

Personal Services

Principle Investigator: Captane P. Thomson, M.D. BNDD# At 1344225

The principle investigator will be responsible for overal supervision and coordination of the entire project. He will be responsible for executing the study under the guidelines of the Research Advisory Committee of the State of California and is responsible for the IND and Class A Narcotic license.

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Co-Investigator and Director of Pharmacological Research: Keith F. Killam, PH.D.

The director is responsible for pharmacological management and research at the University of California in Davis. He will be available for consultation in drug related matters to all professional staff of the project.

Assistant Director of Pharmacological Research: Gary L. Henderson, PH.D.

The assistant director shares the responsibility for monitoring the pharmacology of methadone therapy with particular emphasis on monitoring indicators of drug intake and metabolism. Wherever possible, or needed, he will try to develop improved methods for the detection of drugs and their metabolites.

Drug and Alcohol Abuse Co-ordinator: Philip W. Walker, B.D.

The coordinator of Social Services is responsible for integrating and co-ordinating the various community, county, state and federal resources available for any social, educational or vocational counseling of the patients. He will work closely with the psychiatrist and mental health nurse in providing the necessary supportive therapy. He will also assist the principle investigator in administrative duties.

Drug Abuse Program, Counselor: Ron Eaton, M.S.

The Drug Abuse counselor will be involved with the psychiatrist and nurse in counseling patients, he will be particularly available as therapist and consultant for group therapy.

Psychiatric Social Worker:

The psychiatric social worker will assist the psychiatrist, mental health nurse and coordinator of social services in counseling patients and will be involved in follow-up with families.

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Laboratory Technicians

The laboratory technicians will analyze the urine samples submitted each day as part of the Methadone Maintenance Program. They will determine which, if any, unprescribed drugs are present. They will first screen the samples using TLC techniques and then cross check and quantify any positive results with GLC techniques. They will be charged with standardizing and improving, whenever possible, the present procedures for drug determination. When time permits, they will develop new or improve analytical methods under the direction of the Assistant Director of Pharmacological Research. The technicians will also maintain accounting records of the samples analyzed and the results obtained.

They will also be responsible for the laboratory glassware used each day, prepare solvent mixtures and various reagents, and generally maintaining the laboratory in proper order.

Co-Investigator and Medical Director: R. Kent Wilson, M. D. BNDD #AW 4594002

The co-investigator will be responsible for overseeing all medical aspects of the entire program. He will be responsible for daily medical management and monitoring, including selection of patients, treatment, referral for rehabilitation

services, and follow-up. He is also responsible for the selection and coordination of the staff involved in the Methadone Treatment program.

He will have primary responsibility for organizing and providing therapy for individuals and groups and will work closely with the principle investigator in overall operation of this program.

15. Personal Services

Mental Health Nurse Consultant:

Mental Health nurse will be responsible for assisting the psychiatrist individual and group counselling as well as evaluation. She will be expected to give short-term crisis intervention therapy and to provide referrals whenever necessary (medical, psychiatric, vocational) and provide information, support and guidance to participants in the program. She will assist in developing measurement indices and for collecting data for the clinical aspects of the research project.

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Secretary (Account Clerk I): Caroline Gamez

The secretary is responsible for all secretarial work connected with the project such as recording information related to participant progress as well as maintaining financial and administrative records.

Mental Health Aides: Bryan Hartnell and Richard Hunter

They will have the responsibility for delivery of Methadone to the dispensing sites. They will have responsibility for direct supervision of urine collection on male participants and for security. Both aides will have local and FBI security clearance.

Travel:

We estimate that the staff mileage will average 100 miles per day. Included in this is the mental health nurse's and aide's travel to the dispensing site,

pharmacy, and laboratory, as well as counselor visitation. There will also be some expense for travel to training seminars, etc.. The mileage is based on a figure of 10 cents per mile for the first 300 miles each month and 8 cents per mile beyond the 300 miles.

16. No consultant services budgeted.

17. Supplies & Operating Expenses:

A. Pharmaceuticals

Expense in this column covers the cost of the pharmacist and one aide on part-time basis to formulate label and to prepare the methadone dosages. It also includes the cost of the methadone, the flavoring agents, and the preservatives. We have included the cost of the thin layer chromatographic supplies such as developing solvents and spray reagents for qualitative urinalysis.

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B. Space

1. Dispensing Sites

The rental for the dispensing site is figured at $2,400.00 per year. This includes a waiting room (250 sq. ft.), a room for dispensing the medication,(225 sq. ft.;), and two lavatories for the collection of urine samples.

2. Laboratory Space

This includes an equipped laboratory (200 sq. ft.) at the Department of Pharmacology, University of California at Davis, where the pharmacological research will be carried out. This is calculated at $1,800.00 per year.

3. Pharmacy Space

This space (approximately 250 sq. ft.), located at the Yolo General Hospital, will be used to store and prepare the drugs.

4. Office Space

This space (200 sq. ft.) in the Mental Health Services building in Woodland will house the project secretary and the records for the entire project.

5. Counseling Space

Individual and group therapy will be provided at the Health Building in Broderick (two rooms, 200 sq. ft., and 280 sq. ft.) and the building at Mental Health Services in Woodland (two rooms, 225 sq. ft. and 540 sq. ft.).

C. Office Supplies

This includes paper, printing material, cassettes, cartridges, etc..

D. Administrative Overhead

We are including an administrative overhead expense related to the Yolo County Auditor, administrators of the Health Department, bookkeeping services of the Health Department and any expenses Yolo County might incur in the administration of the project.

20. No equipment is requested for this year.

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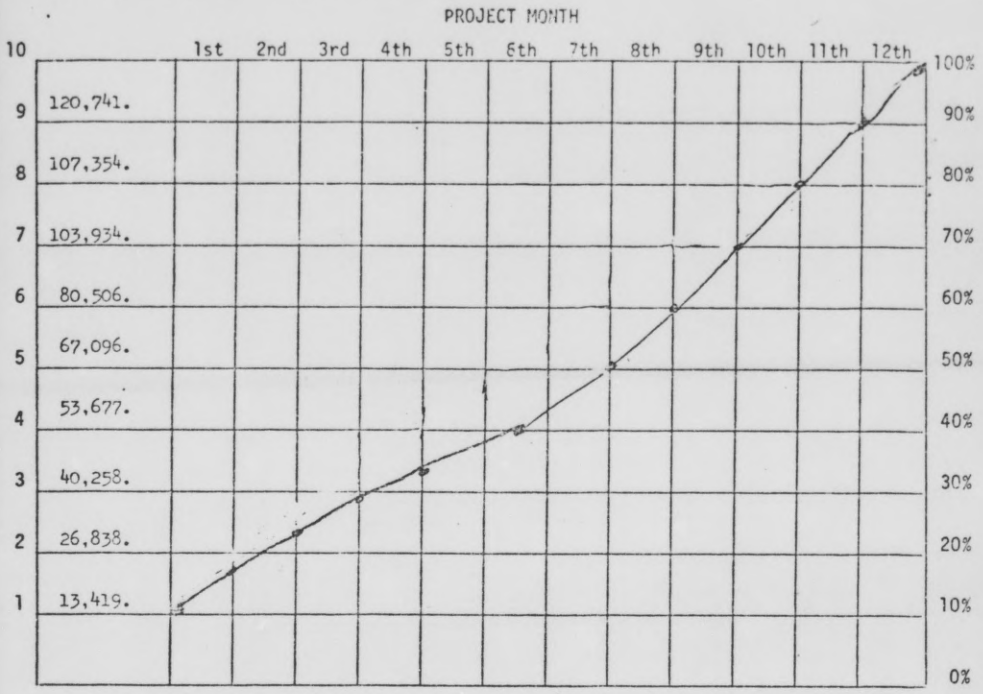
24. Graphic Representation of Costs - By Month



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25. Other Sources of Funding

DATE	AGENCY REQUESTED	FUNDS REQUESTED	STATUS OF REQUEST
		$	
		$	
		$	
		$	
		$	
		$	

#27 Problem Background: Yolo County lies in the middle of central California valley, just west of Sacramento and has a population of approximately 100,000 within 1,000 square miles. The county can be divided into three distinct areas each with its own population center: Woodland (pop. 21,000), the county seat, is the marketing and distributing center for the 400 farms in the area; Davis (pop. 29,000) is a rapidly growing University of California campus town with a growing number of street people; and East Yolo (pop. 50,000) is an unincorporated urban area across the river from Sacramento containing a highly mobile, socially disadvantaged population.

The extent of the heroin addiction in Yolo County is difficult to accurately assess but best intelligent sources estimates the number to be approximately 350. The number is probably increasing according to medical and law enforcement officials. One indicator is the number of arrests related to opiates and hard drugs (marijuana not included) which increased from 11 in 1967 to 65 in 1969 to 88 in 1970 and to 92 in 1971. The severity of the problem is reflected in the increasing numbers of referrals from the court for advice regarding the best treatment for persons addicted to or in danger of becoming addicted to narcotics and the increasing numbers of persons voluntarily seeking therapy through the county Mental Health Services.

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Over this past year, we have treated approximately 110 addicts in our Methadone Maintenance and Withdrawal Project. We have treated addicts from a large geographical area extending outside Yolo County. We found the problems in treating these addicts increasingly more difficult with increasing distance. Problems of arriving at clinic, social rehabilitation, counselling, were all more difficult. We believe it is advisable to confine our treatment program over this next year to addicts who are Yolo County residents. We believe we will be able to provide a much more intensive total social rehabilitation program for them.

#28 Project Objectives: In the first year of our project, we carried out an experimental detoxification program and a multiple site (3) methadone dispensing program

for our addict population. Over the year we found that the majority of our addicts were from the Broderick area and that the dispensing time of day seemed to be more important than the site. This year we would like to refine and consolidate our dispensing system by placing it in a single site dispensing program located in Broderick. We believe this will enable us to improve our drug counselling and vocational programming to the addict and his family. We will increase our number of methadone maintenance patients from 30 to 50 over the coming year.

The pharmacology research portion of our project is studying the metabolism of methadone in man with emphasis on urinary excretion patterns, excretion patterns of methadone in the sweat, and continued effort to improve techniques for detecting drug abuse from other agents.

We will also be collecting and correlating data from our Extended Withdrawal and Short Term Detoxification project completed during the first year.

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#29 Approach for Achieving the Objectives: We will reduce our dispensing sites from three at Woodland, Davis, and Broderick, to a single dispensing site in Broderick. This will permit us to economize on staff time and more effectively utilize our available staff to strenghten our counselling, vocational programming, and social rehabilitation goals. This single site will permit us to experiment with a single fairly large group dispensing system as compared to multiple site dispensing system to smaller groups noted in the first year. Additionally, our delivery system will be confined to the major narcotics addiction site in Yolo County.

1. Patient Selection

This year we will confine our patient selection to Yolo County residents. We will continue treatment of those in our methadone maintenance programs from other counties however.

Admission criteria will require the following: 1. Documented history of physical dependence on one or more narcotics drugs over a period of at least two years.

2. Evidence of current physical dependence on narcotic drugs. 3. Confirmed history of one or more failures of withdrawal treatments. 4. Not less than 18 years of age. Referrals will be accepted from police, probation and parole officers, and from the courts as well as from other physicians, social workers, also from friends or family or self. Participation in the Methadone Maintenance Program will be voluntary and not imposed as a specific requirement of a court order. In the event of withdrawal from the program on voluntary basis or because of incarceration, withdrawal will be effected within time limits safe to the patient and compatible with a humane treatment approach.

Psychological, social, and rehabilitation counselling will be continuously available to all participants of the program and will be intensified over the coming year. We will be forming groups for addicts and the families of addicts in our counselling program as well.

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All prospective patients will receive thorough physical examination and formal psychiatric examination to rule out presence of non-drug related psychosis and to obtain informed consent for their participation in the program. A chest X-ray and serological tests for syphilis will be obtained at the Health Department. Routine laboratory examination will include a CBC, urinalysis, liver function studies including SGOT, alkaline phosphatase, total protein, albumin globulin ratio; a fasting blood sugar and blood urea nitrogen. Each patient accepted for treatment will be issued an identification card which includes his photograph, birthdate, address, and case number. A cross check with Sacramento Methadone Program will be carried out.

Last year our daily dosage of methadone was estimated to be between 70 and 130 milligrams daily. We have found that a lower dosage schedule is entirely satisfactory. We plan to limit our upper dosage level to 80 milligrams daily. Monitoring of the urine will be carried out on a three times a week basis during stabilization. Seven day dispensing will be maintained for a new patient until he is stabilized (approximately 90 days). After he is stabilized and demonstrates appropriate motivation and is informed of the dangers and the needed caution in handling methadone outside the facility, he will be allowed to take home a Sunday dose in a locked container. After a patient

demonstrates he is committed to the program and has had negative urine for a period of three months, he will be permitted to take home a two day supply in a locked container. After six months he will be permitted to go to a three times a week dispensing if he is working and continues to show satisfactory motivation and social adaptation. Weekly progress review of each patient during the first 90 days and monthly progress reviews thereafter will be continued.

The Department of Pharmacology, School of Medicine, University of California at Davis will perform all urinalyses to confirm addiction and determine the base line drug state, and to monitor patients in the program with regard to other narcotic abuse. During this past year, we evaluated the excretion of methadone in the sweat and found significant amounts. This study will be continued with the thought that it will enable a more sound basis for dosage adjustment of methadone through summer months. Studies will be carried out on the blood and urine in establishing methadone levels and patterns of excretion. Correlated with this but not in our project are animal studies on methadone metabolism being carried out at the University of California Pharmacology Department.

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#30 Statement of Work and Work Schedule: We anticipate increasing our number of methadone patients from 30 to 50 on a gradual basis over the year. We expect to start our single site dispensing in Broderick at the beginning of this year. The Pharmacology Department will continue their current schedule of monitoring urines and will expand their metabolic studies as noted above as time permits over the year. Clinic staffing will continue as it now is. We feel that our current staffing in three sites is inadequate. This will permit us to more adequately staff a single site dispensing program. The staff will be permitted to be more involved in intensive counselling in this way. Progress of the project will be reported quarterly as has been done over the past year.

#31 Project Evaluation: Monitoring will be accomplished by providing required monthly fiscal reports to the CCCJ, with copies to Region D, and formal quarterly project progress reports to Region D and CCCJ. The project will also receive on-site

monitoring by Region D personnel at least quarterly and CCCJ personnel on a less frequent basis. An annual report will be provided summarizing progress and problems, supported by adequate statistical data to provide a reasonable measure of project success.

An assessment will be made of the effect of the methadone program on the individual patient; specifically assessing the effectiveness of methadone in keeping the patients drug free and noting any progress in social, legal, psychological and vocational adjustment.

The project will also be reviewed and evaluated by an independent committee composed of members of the County Health, Police and Probation Departments, the Medical School and the Board of Supervisors.

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The committee will assess the impact of the methadone program on the community as a whole, specifically noting changes in number of drug-related arrests, patterns of drug abuse and numbers of requests to community agencies for drug treatment and counselling.

(Endorsed) Filed 10-10-72
LAURENCE P. HENIGAN, Clerk
By LUCILE E. LUCAS Deputy

AGREEMENT NO. 72-2[illegible]

72-00558V

AGREEMENT FOR CHEST CLINIC SERVICES

THIS AGREEMENT, made and entered into this 10th day of October, 1972, by and between the COUNTY OF YOLO, a political subdivision of the State of California (hereinafter called "County"), and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation (hereinafter called "Contractor"),

W I T N E S S E T H :

WHEREAS County maintains respiratory health clinics in the City of Woodland and in Broderick, an unincorporated urban area; and

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WHEREAS Contractor has a continuing need for materials relating to pulmonary disease, for instructional use in the regular programs of the School of Medicine, University of California, Davis; and

WHEREAS County desires to obtain and Contractor desires to provide general chest clinic patient care by a duly licensed physician at county respiratory health clinics;

NOW, THEREFORE, the parties agree as follows:

1. Contractor shall provide to County general chest clinic patient care by a duly licensed physician from the pulmonary disease section of the University of California, Davis School of Medicine for a total of four hours each and every month during the term of this agreement. Such care shall be provided two hours each month at the County Respiratory Clinic located at 10 Cottonwood Street, Woodland, California and two hours each month at the County Respiratory Clinic located at 350 "C" Street, Broderick, California.
2. For and in consideration of such service, County shall pay to Contractor the sum of one hundred dollars ($100) per month by check made payable to The Regents of the University of California and mailed to the School of Medicine Business Office, University of California, Davis, California 95616.

3. As additional consideration for services provided by Contractor under the terms of this agreement, County hereby grants permission for Contractor to utilize X-rays and other materials obtained through performance of this agreement in instructional programs of the University of California, Davis School of Medicine.

4. In performance of the work, duties, and obligations devolving upon him under this agreement, Contractor is at all times acting and performing as an independent contractor performing the work of a respiratory clinic physician. County shall not have nor exercise any control or direction over the methods by which Contractor shall perform his work and function, except that Contractor by this agreement agrees to perform his work and functions at all times in strict accordance with currently approved methods and practice and that the sole interest of County is to assure that said work and functions shall be performed and rendered in a competent, efficient, and satisfactory manner.

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5. The term of this agreement shall commence on July 1, 1972 and shall terminate on June 30, 1973 unless sooner terminated by either party upon thirty (30) days' notice to the other. Such notice shall be deemed to have been fully given when deposited in the United States Mail, postage prepaid and addressed to either party, respectively, as follows.

TO THE COUNTY OF YOLO:

Herbert Bauer, M.D.
Public Health Director
10 Cottonwood Street
Woodland, California 95695

TO THE REGENTS OF THE UNIVERSITY OF CALIFORNIA:

Bruce P. Moore
Materiel Manager
University of California
Davis, California 95616

6. No alteration or variation of the terms of this agreement shall be valid unless made in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF YOLO

BY _____
Chairman of the Board of Supervisors

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

BY Bruce Moore
Bruce Moore, Materiel Manager

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ (SEAL) Deputy

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APPROVED AS TO FORM

ROMULUS B. PORTANOVA
ASSISTANT COUNSEL FOR THE REGENTS
OF THE UNIVERSITY OF CALIFORNIA

Approved as to Form

Dated _____

County Counsel
of Yolo County

AGREEMENT NO. 72-246

(19)

THE AMERICAN INSTITUTE OF ARCHITECTS

FILED
OCT 19 1972
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

AIA Document B131

Standard Form of Agreement Between Owner and Architect

on a basis of a

PERCENTAGE OF CONSTRUCTION COST

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

AGREEMENT

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made this day of October in the year of Nineteen Hundred and Seventy Two

BETWEEN

County of Yolo California the Owner, and

Dean F. Unger, A.I.A., Inc. the Architect.

It is the intention of the Owner to construct a Juvenile Hall facility for the County of Yolo California on West Beamer Street, Woodland, California

hereinafter referred to as the Project.

The Owner and the Architect agree as set forth below.

I. THE ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.

II. THE OWNER shall compensate the Architect, in accordance with the Terms and Conditions of this Agreement, as follows:

a. *FOR THE ARCHITECT'S BASIC SERVICES*, as described in Paragraph 1.1, Basic Compensation computed at the following percentages of the Construction Cost, as defined in Article 3, for portions of the Project to be awarded under

A Single Stipulated Sum Contract	eight and one-half	per cent (8½ %)
Separate Stipulated Sum Contracts		per cent (%)
A Single Cost Plus Fee Contract		per cent (%)
Separate Cost Plus Fee Contracts		per cent (%)

AN INITIAL PAYMENT of dollars ($)
shall be made upon the execution of this Agreement and credited to the Owner's account.

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b. *FOR THE ARCHITECT'S ADDITIONAL SERVICES*, as described in Paragraph 1.3, compensation computed as follows:

Principals' time at the fixed rate of twenty five dollars ($ 25.00)
per hour. For the purposes of this Agreement, the Principals are: Dean F. Unger

Employees' time computed at a multiple of two and one-half (2-1/2)
times the employees' Direct Personnel Expense as defined in Article 4.

Additional services of professional consultants engaged for the normal structural, mechanical and electrical engineering services at a multiple of two and one-half
(2-1/2) times the amount billed to the Architect for such additional services.

Services of other professional consultants at a multiple of two and one-half
(2-1/2) times the amount billed to the Architect for such services.

The rates and multiples set forth in this Paragraph IIb will be subject to renegotiation if the services covered by this Agreement have not been completed within
( ) months of the date hereof.

c. *FOR THE ARCHITECT'S REIMBURSABLE EXPENSES*, amounts expended as defined in Article 5.

d. *THE TIMES AND FURTHER CONDITIONS OF PAYMENT* shall be as described in Article 6.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1

ARCHITECT'S SERVICES

1.1 BASIC SERVICES

The Architect's Basic Services consist of the five phases described below and include normal structural, mechanical and electrical engineering services.

SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall consult with the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.

1.1.2 The Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the Owner.

1.1.3 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

DESIGN DEVELOPMENT PHASE

1.1.4 The Architect shall prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

1.1.5 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

CONSTRUCTION DOCUMENTS PHASE

1.1.6 The Architect shall prepare from the approved Design Development Documents, for approval by the Owner, Working Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project including the necessary bidding information, and shall assist in the preparation of bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.1.7 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.1.8 The Architect shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

BIDDING OR NEGOTIATION PHASE

1.1.9 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and in awarding and preparing construction contracts.

CONSTRUCTION PHASE — ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.1.10 The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is issued to the Owner.

1.1.11 The Architect shall provide Administration of the Construction Contract as set forth in Articles 1 through 14 inclusive of the latest edition of AIA Document A201, General Conditions of the Contract for Construction, and the extent of his duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without his written consent.

1.1.12 The Architect, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.

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1.1.13 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.1.14 The Architect shall make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect, he shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

1.1.15 Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.1.14 and on the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by the Contract Doc-

uments, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.1.16 The Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and Contractor. The Architect shall make decisions on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters of questions related thereto. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

1.1.17 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed.

1.1.18 The Architect shall review and approve shop drawings, samples, and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

1.1.19 The Architect shall prepare Change Orders.

1.1.20 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and review written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.

1.1.21 The Architect shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractors' agents or employees, or any other persons performing any of the Work.

1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.2.1 If more extensive representation at the site than is described under Subparagraphs 1.1.10 through 1.1.21 inclusive is required, and if the Owner and Architect agree, the Architect shall provide one or more Full-Time Project Representatives to assist the Architect.

1.2.2 Such Full-Time Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement.

1.2.3 The duties, responsibilities and limitations of authority of such Full-Time Project Representatives shall be set forth in an exhibit appended to this Agreement.

1.2.4 Through the on-site observations by Full-Time Project Representatives of the Work in progress, the Architect shall endeavor to provide further protection for the Owner against defects in the Work, but the furnishing of such project representation shall not make the Architect responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, or for the Contractor's failure to perform the Work in accordance with the Contract Documents.

1.3 ADDITIONAL SERVICES

If any of the following Additional Services are authorized by the Owner, they shall be paid for by the Owner as hereinbefore provided.

1.3.1 Providing special analyses of the Owner's needs, and programming the requirements of the Project.

1.3.2 Providing financial feasibility or other special studies.

1.3.3 Providing planning surveys, site evaluations, or comparative studies of prospective sites.

1.3.4 Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project.

1.3.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

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1.3.6 Preparing documents for alternate bids or out-of-sequence services requested by the Owner.

1.3.7 Providing Detailed Estimates of Construction Cost or detailed quantity surveys or inventories of material, equipment and labor.

1.3.8 Providing interior design and other services required for or in connection with the selection of furniture and furnishings.

1.3.9 Providing services for planning tenant or rental spaces.

1.3.10 Making major revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the Architect.

1.3.11 Preparing supporting data and other services in connection with Change Orders if the change in the Basic Compensation resulting from the adjusted Contract Sum is not commensurate with the services required of the Architect.

1.3.12 Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

1.3.13 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing professional services of the type set forth in Paragraph 1.1 as may be required in connection with the replacement of such Work.

1.3.14 Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.

1.3.15 Preparing a set of reproducible record prints of drawings showing significant changes in the Work made

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during the construction process, based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

1.3.16 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operating and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

1.3.17 Providing Contract Administration and observation of construction after the Construction Contract Time has been exceeded or extended by more than 30 days through no fault of the Architect.

1.3.18 Providing services after issuance to the Owner of the final Certificate for Payment.

1.3.19 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.3.20 Providing services of professional consultants for other than the normal structural, mechanical and electrical engineering services for the Project.

1.3.21 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding his requirements for the Project.

2.2 The Owner shall designate, when necessary, a representative authorized to act in his behalf with respect to the Project. The Owner or his representative shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's work.

2.3 The Owner shall furnish a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

2.4 The Owner shall furnish the services of a soils engineer or other consultant when such services are deemed necessary by the Architect, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional interpretations thereof.

2.5 The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

2.6 The Owner shall furnish such legal, accounting, and insurance counselling services as may be necessary for the Project, and such auditing services as he may require to ascertain how or for what purposes the Contractor has used the moneys paid to him under the Construction Contract.

2.7 The services, information, surveys and reports required by Paragraphs 2.3 through 2.6 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

2.8 If the Owner observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, he shall give prompt written notice thereof to the Architect.

2.9 The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work.

ARTICLE 3

CONSTRUCTION COST

3.1 The Construction Cost to be used as the basis for determining the Architect's Basic Compensation shall be the total cost or estimated cost to the Owner of all Work designed or specified by the Architect, which shall be determined as follows, with precedence in the order listed:

3.1.1 For completed construction, the total cost of all such Work;

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3.1.2 For Work not constructed, (1) the lowest bona fide bid received from a qualified bidder for any or all of such Work, or (2) if the Work is not bid, the bona fide negotiated proposal submitted for any or all of such Work; or

3.1.3 For Work for which no such bid or proposal is received, (1) the latest Detailed Estimate of Construction Cost if one is available, or (2) the latest Statement of Probable Construction Cost.

3.2 Construction Cost does not include the compensation of the Architect and consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.6 inclusive.

3.3 Labor furnished by the Owner for the Project shall be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by the Owner shall be included at current market prices, except that used materials and equipment shall be included as if purchased new for the Project.

3.4 Statements of Probable Construction Cost and Detailed Cost Estimates prepared by the Architect represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Architect cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by him.

3.5 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall include a bidding contingency of ten percent unless another amount is agreed upon in writing. When such a fixed limit is established, the Architect shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. The Architect may also include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.

3.5.1 If the lowest bona fide bid or negotiated proposal, the Detailed Cost Estimate or the Statement of Probable Construction Cost exceeds such fixed limit of Construction Cost (including the bidding contingency) established as a condition of this Agreement, the Owner shall (**1**) give written approval of an increase in such fixed limit, (**2**) authorize rebidding the Project within a reasonable time, or (**3**) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (3) the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the fixed limit. The providing of such service shall be the limit of the Architect's responsibility in this regard, and having done so, the Architect shall be entitled to compensation in accordance with this Agreement.

ARTICLE 4

DIRECT PERSONNEL EXPENSE

4.1 Direct Personnel Expense of employees engaged on the Project by the Architect includes architects, engineers, designers, job captains, draftsmen, specification writers and typists, in consultation, research and design, in producing Drawings, Specifications and other documents pertaining to the Project, and in services during construction at the site.

4.2 Direct Personnel Expense includes cost of salaries and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays and vacations, pensions and similar benefits.

ARTICLE 5

REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect, his employees, or his professional consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

5.1.1 Expense of transportation and living when traveling in connection with the Project; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings and Specifications excluding duplicate sets at the completion of each Phase for the Owner's review and approval.

5.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates and expense of renderings or models for the Owner's use.

5.1.4 Expense of computer time when used in connection with Additional Services.

ARTICLE 6

PAYMENTS TO THE ARCHITECT

6.1 Payments on account of the Architect's Basic Services shall be made as follows:

6.1.1 An initial payment as set forth in Paragraph IIa (Page 2) is the minimum payment under this Agreement.

6.1.2 Subsequent payments for Basic Services shall be made monthly in proportion to services performed so that the compensation at the completion of each Phase shall equal the following percentages of the total Basic Compensation:

Schematic Design Phase	15%
Design Development Phase	35%
Construction Documents Phase	75%
Bidding or Negotiation Phase	80%
Construction Phase	100%

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6.2 Payments for Additional Services of the Architect as defined in Paragraph 1.3, and for Reimbursable Expenses as defined in Article 5, shall be made monthly upon presentation of the Architect's statement of services rendered.

6.3 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

6.4 If the Project is suspended for more than three months or abandoned in whole or in part, the Architect shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all terminal expenses resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be subject to renegotiation.

6.5 Payments due the Architect under this Agreement shall bear interest at the legal rate commencing sixty days after the date of billing.

ARTICLE 7

ARCHITECT'S ACCOUNTING RECORDS

Records of the Architect's Direct Personnel, Consultant and Reimbursable Expenses pertaining to the Project, and records of accounts between the Owner and the Con-

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tractor, shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times.

ARTICLE 8

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than the Architect, the Architect shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due and all terminal expenses.

ARTICLE 9

OWNERSHIP OF DOCUMENTS

Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 10

SUCCESSORS AND ASSIGNS

The Owner and the Architect each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

ARTICLE 11

ARBITRATION

11.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

11.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

11.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 12

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EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

ARTICLE 13

GOVERNING LAW

Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

ARTICLE 14

RIDER

The terms and conditions of agreement between OWNER and ARCHITECT include the provisions contained in the Rider attached hereto.

Micro Fiched

This Agreement executed the day and year first written above.

OWNER _____ ARCHITECT _____

For the County of Yolo California

Dean F. Unger, A.I.A., Architect C2180
President, Dean F. Unger, A.I.A., Inc.

R I D E R

THIS RIDER to the terms and conditions of agreement between OWNER and ARCHITECT (hereinafter: Terms) which forms a part of the Standard Form of Agreement between OWNER and ARCHITECT dated October 10, 1972, between COUNTY OF YOLO CALIFORNIA, the OWNER, and DEAN F. UNGER, A.I.A., Inc., the ARCHITECT,

W I T N E S S E T H:

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1. Visits. The periodic visits to the site required of ARCHITECT by Subparagraph 1.1.14 of Terms shall include at least two visits of at least one hour's duration each week to the site during the Construction Phase.

2. Change Orders. OWNER hereby delegates to ARCHITECT the authority to issue Change Orders during the Construction Phase for any single addition to or deduction from the work set forth in the Construction Documents not in excess of One Hundred Dollars ($100.00). No Change Order for any single addition or deduction in excess of One Hundred Dollars ($100.00) shall be issued without prior approval of the Board of Supervisors of OWNER.

THIS RIDER executed this 10th day of October, 1972.

OWNER:
COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ARCHITECT:
DEAN F. UNGER, A.I.A., INC.

BY _____
DEAN F. UNGER, President

15227

XEROX CERTIFIED COPY

FILED
OCT 17 1972
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers
Deputy

RECORDED Document FILED OCT 17 1972 LAURENCE P. HENIGAN, Clerk By Barbara Rodgers

AGREEMENT NO. 72-147

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of October, 19 72, by and between

Granite Construction Company

hereinafter termed "Contractor," and the County of Yolo, hereinafter termed "County";

W I T N E S S E T H

Micro Fiched

WHEREAS, the Board of Supervisors of said County has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the Contractor's accepted proposal:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said County, and under the conditions expressed in the two bonds, bearing even date with this contract, and hereunto attached, the said Contractor agrees with said County at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications and plans to be furnished by said County necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the Department of Public Works, of the County of Yolo,

Repave various roads, streets and areas as shown on the plans and as directed.

(Description and Location of Project)

in accordance with the special provisions, and specifications of the County of Yolo, which said special provisions and specifications are hereby specifically referred to and by such reference made a part hereof.

BOOK 1037 PAGE 410

The work to be done is shown upon a set of plans entitled County of Yolo, Department of Public Works,

Plans and Specifications

Omnibus Contract No. 8

(Plan Index No.) (WO # 4216 and 5210

Approved September 18,1972(date), by the Director of Public Works, which said set of plans is hereby made a part of this contract.

ARTICLE II - And the said Contractor agrees to receive and accept the prices as set forth in the accepted proposal as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the County of Yolo, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work. and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them.

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ARTICLE III - The said County hereby fixes the time for commencement of said work to be within fifteen (15) days next after the date of this Contract and for its completion to be within fourty (40) working days next after the actual date of commencement; and further promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the County and the Contractor for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is mutually agreed by and between the County and the Contractor that the time of service of any laborer, workman or mechanic employed upon any part of the foregoing work shall be limited and restricted to eight (8) hours during any one calendar day, and neither said party nor any

BOOK 1037 PAGE 411

subcontractor or other person employed upon said work shall require, suffer, or permit any such laborer, workman or mechanic to labor thereon more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger of life or property.

ARTICLE V - It is further agreed and stipulated, in accordance with the provisions of the California Labor Code, that the Board of Supervisors of the County of Yolo has ascertained the general prevailing wage rates applicable for the work to be done, and that said prevailing wage rates are as specified in the Special Provisions which are hereby referred to for a statement of said rates and said rates are incorporated herein by this reference as governing the minimum wages.

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ARTICLE VI - It is further stipulated and agreed by and between the County and the Contractor hereto that no alien shall be employed upon any part of the foregoing work, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, or except to work upon public, military or naval defenses or work in time of war. For any breach of any of the stipulations contained in the above paragraphs relative to hours of labor, rates of wages and employment of aliens, the Contractor shall forfeit to the said Board of Supervisors of the County of Yolo, to be retained by said County out of monies payable to said party under the terms of this Contract, a penalty in the sum of Ten ($10) Dollars per day for each laborer, workman or mechanic employed in the execution of said Contract, by said Contractor, or any subcontractor under it for each calendar day during which any such laborer, workman or mechanic is required and/or permitted to labor more than eight (8) hours in violation of and/or is paid a rate of wages in violation of the provisions of said paragraphs and the stipulations of this Contract.

ARTICLE VII - It is further stipulated and agreed that the materials and supplies used in the work herein described shall be only such as are substantially produced in the United States of America, as required by Chapter 4 of Division 5 of Title 1 of the Government Code of the State of California.

IN WITNESS WHEREOF, the Parties to this agreement have hereunto set their hands the year and date first above written.

APPROVED:

County Counsel
10-17-72

COUNTY OF YOLO

By _____
Chairman of the Board of Supervisors

ATTEST:
Laurence P. Henigan, Clerk

By _____, Deputy

GRANITE CONSTRUCTION COMPANY

By _____
C. C. Dorey, Vice President
Contractor

BOOK 1037 PAGE 412

VOL. 1037 PAGE 412
OFFICIAL RECORDS
RECORDED AT REQUEST OF
COUNTY of YOLO
OCT 17 1972
At 37 Min. Past 2 O'clock P M
YOLO COUNTY, CALIFORNIA
Recorder
NO CHG.

STATE of CALIFORNIA } ss.
COUNTY of YOLO

Micro Filmed

The Foregoing Instrument Is A Correct Copy Of
The Original On File In This Office.

ATTEST October 17, 19 72
LAURENCE P. HENIGAN
COUNTY CLERK, EX-OFFICIO CLERK OF THE BOARD OF SUPERVISORS
EX-OFFICIO CLERK OF THE BOARD OF EQUALIZATION IN AND FOR
THE COUNTY OF YOLO, STATE OF CALIFORNIA.

By Barbara Rodgers
Deputy

15227

BOOK 1037 PAGE 413

FILED
OCT 16 1972
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AGREEMENT NO. 72-248

(Occupational Therapy Agreement)

THIS AGREEMENT made and entered into this 16th day of October, 1972, at Woodland, California, by and between the COUNTY OF YOLO, hereinafter called COUNTY, and JUDITH LESLIE ENGLISH, Registered Occupational Therapist, hereinafter called THERAPIST,

W I T N E S S E T H:

1. In consideration of the covenants of COUNTY herein, THERAPIST agrees to perform the following services on part time basis as required:

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A. To provide occupational therapy services under the direction of the medical staff for the occupational rehabilitation of patients at Yolo General Hospital.

B. To prepare occupational therapy plans approved by the Committee on Physical Medicine as to each such patient.

C. To maintain a written record of the therapy provided to and progress attained by each patient, and

D. To provide consultation to Hospital Volunteers performing occupational crafts and recreational services to patients as required, but not to exceed ten (10) hours per week.

2. In consideration of the covenants of THERAPIST herein, COUNTY agrees to pay THERAPIST THREE HUNDRED DOLLARS ($300) per month.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

A. In the performance of the work, duties and obligations devolving upon her under this agreement, THERAPIST is at all times acting and performing as an independent contractor practicing her profession of occupational therapy. COUNTY shall not have nor exercise any control or direction

over the methods by which THERAPIST shall perform her work and functions except that THERAPIST does by this agreement agrees to perform her work and functions at all times in strict accordance with the currently approved methods and practices in her profession and under the direction of the medical staff, and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

Micro Fiche

C. This agreement shall commence on November 1st, 1972, and shall continue until terminated by either party upon thirty days' written notice, or upon THERAPIST'S failure to maintain active registration status with the American Occupational Therapy Association, Inc.

D. No alterations or variations in the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereof unless so made shall be binding upon the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

BY _____
DEPUTY

(SEAL)

_____
JUDITH LESLIE ENGLISH

FILED
OCT 30 1972
LAURENCE P. HENICAN, Clerk
By Barbara Rodgers

Contract No. _____
YOLO COUNTY
AGREEMENT NO. 72-249

STANDARD COUNTY ESTIMATE CONTRACT

THIS AGREEMENT made and entered into this first day of November, 19 72, at Sacramento, California, by and between DEPARTMENT OF FINANCE of the State of California, hereinafter called the Department, and the County of Yolo, hereinafter called the County;

W I T N E S S E T H:

WHEREAS, it is provided in Revenue and Taxation Code, Section 11005.6, that any county or city and county whose population has increased substantially since the last federal census and which has held an enumeration within the five year period preceding application, under the supervision of either the federal Bureau of Census or the Department of Finance, may apply to Department to estimate the increase in population, and

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WHEREAS, said Section 11005.6 provides that Department may make the estimate if in the opinion of Department there is available adequate information upon which to base the estimate, and County has agreed to collect information required by the Department of Finance to prepare the estimate.

WHEREAS, County desires to have Department estimate the increase in population of County and Department is willing to make such estimation, provided adequate information is available upon which to base the estimate,

NOW, THEREFORE, it is hereby mutually agreed between the parties hereto as follows:

1. County shall provide such data as are requested by Department in order that Department may determine whether adequate information is available upon which to base an estimate of population of County. In the

RECEIVED
OCT 30 1972
LAURENCE P. HENICAN, Clerk
By _____ Deputy

Form BD-192A
Regular Estimate (County)
013169 (rev.)

event Department determines that there is not adequate information upon which to base an estimate of population it shall inform County and shall make available to County the basis for this determination and in such case Department shall render no further services hereunder. However, should Department determine that there is adequate information upon which to base an estimate of population, Department agrees to proceed to perform such further work as it deems necessary in order to make an estimate of population of County. Upon completion of such estimate of population Department shall officially certify the figure at the earliest practicable date. County agrees to accept as final the estimate as officially certified. Prior to the official certification Department may transmit to County a statement, to be regarded as preliminary and subject to change, of the estimate of population and of the basic data used in its preparation. It is further mutually understood and agreed that Department shall have full and complete charge in the selection and application of the method or methods used in estimating the population of County and that County shall certify as to the accuracy of all information furnished from local records for use in preparation of said estimate of population. It is agreed that all information developed during the preparation of the estimate becomes the property of the Department of Finance.

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2. Upon completion of said estimate of population, County agrees to reimburse Department for all costs incurred by Department in connection with the performance of this agreement. The charge for said estimate to be calculated as follows:

a) from a maximum sum of $ 906.50 to cover over-all

administrative costs of preparing the estimate including time and materials incident to gathering information for the estimate and other special field work as required.

b) will be subtracted an amount equal to one-half the sum of amounts collected from cities within County for estimating their populations, providing certification is for the same date or for one within a month of the same date as that of the County, to a minimum of $ 575.00 . In cases of cities within County having enumerations as well as estimates, the calculation is applied only to that part of their total billings reflecting the usual Department of Finance fee.

3. Department shall furnish a statement to County of amount due from County as hereinabove provided upon the completion of the services to be rendered under this Agreement by Department and County agrees to pay Department the amount due as shown in such statement within 30 days after receiving such statement.

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IN WITNESS WHEREOF the parties hereto have subscribed their names, the date and the year first above written.

ATTEST:

LAURENCE P. HENIGAN, Clerk

By Barbara A. Pelagen

Approved as to Form
Date
County Counsel of Yolo County

COUNTY OF Yolo

By
Title: CHAIRMAN, BOARD OF SUPERVISORS,
COUNTY OF YOLO, STATE OF CALIFORNIA

By
Title:

STATE OF CALIFORNIA

VERNE ORR
Director of Finance

Original Signed By:

By WALTER P. HOLLMANN
Supervising Demographic Analyst

Form BD-192A
Regular Estimate (County)
013169 (rev.)

AGREEMENT NO. 72-250

Transportation Agreement

THIS AGREEMENT made and entered into this 16th day of October, 1972, by and between the COUNTY OF YOLO, a political subdivision, hereinafter referred to as COUNTY, and DONALD N. TRIMBLE, doing business as A-1 YOLO AMBULANCE SERVICE, hereinafter referred to as CONTRACTOR,

W I T N E S S E T H:

RECITALS:

1. COUNTY desires to provide transportation services for patients of its Mental Health Services.
2. CONTRACTOR desires to furnish such transportation.

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AGREEMENTS:

1. In accordance with the terms and conditions of this agreement, CONTRACTOR agrees to provide the following services to patients of the Yolo County Mental Health Services upon the request of the Director or Program Chief of the Yolo County Mental Health Services or their designee:
   A. Transportation as specified in the request.
   B. Female attendant service during the transportation.
2. In accordance with the terms and conditions of this agreement, COUNTY promises
   A. To pay for such services upon a monthly claim submitted by CONTRACTOR therefor in accordance with the following schedule:
      1) Transportation: Base rate of $7.50 plus 25¢ per mile both ways.
      2) Stand-by Time: $10. per hour after 30 minutes.
   B. To provide male attendant service, if required.
3. IT IS MUTUALLY AGREED AS FOLLOWS:

A. In the performance of the duties and obligations devolving upon him under this agreement, CONTRACTOR is at all times acting and performing as an independent contractor and is not an employee of the County of Yolo.

B. CONTRACTOR shall purchase and maintain public liability insurance protecting COUNTY and CONTRACTOR from claims for bodily injury including accidental death with limits of $100,000 for each person and $300,000 for each accident and from claims for property damage with limits of $50,000.

C. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

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D. This agreement shall commence on October 5th, 1972, and shall remain in full force and effect until terminated by either party upon thirty (30) days' written notice to the other of such intention.

E. This agreement supersedes Agreement No. 70-439.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

_____
DONALD N. TRIMBLE, doing business as A-1 YOLO AMBULANCE SERVICE

Book

OCT 2 1972
LAURENCE F. HENGAN, Clerk
By

AGREEMENT NO. 72-251

THIS LEASE, executed in duplicate at Woodland, California, this 24th day of October, 1972, by and between JOHN W. BRINLEY and LAURETTE F. BRINLEY and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called respectively Lessor and Lessee, without regard to number or gender,

PARTIES

USE

WITNESSETH: That Lessor hereby leases to Lessee, and Lessee hires from Lessor, for the purpose of conducting therein the business and affairs of the Justice Court of the Davis Judicial District, and for no other purpose, those certain premises with the appurtenances, situated in the City of Davis, State of California, and more particularly described as follows, to-wit:

PREMISES

Approximately 2240 square feet, more or less, of that building situate on the Southeast corner of Fourth and D Street in the City of Davis and more particularly described as Lot 1 and the North one-half (1/2) of Lot 2, Block 2, Range "B" as shown on the map of Davisville, filed for record in the Office of the County Recorder of the County of Yolo, on November 24, 1968, in Book "H" of Deeds at Page 242.

TERM

The term shall be for five (5) years, commencing on the 1st day of November, 1972, and ending on the 31st day of October, 1977, at the total rent or sum of Forty-Nine Thousand Seven Hundred and Twenty-Eight Dollars ($49,728.00), lawful money of the United States of America, which Lessee agrees to pay to Lessor, without deduction or offset, at such place or places as may be designated from time to time by Lessor, in installments as follows:

RENTAL

Eight Hundred and Twenty-Eight Dollars and Eighty Cents ($828.80) shall be payable on the 1st day of each and every calendar month during the term of this lease commencing with the 1st day of November, 1972.

It is further mutually agreed between the parties as follows:

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XEROX COPY

1. POSSESSION: If Lessor, for any reason whatsoever, cannot deliver possession of the said premises to Lessee at the commencement of the said term, as hereinabove specified, this lease shall not be void or voidable, but Lessee shall remain in the premises it presently occupies under the existing lease agreement no. 67-14, executed by and between Lessor and Lessee on the 13th day of March, 1967, and which lease was renewed by Minute Order No. 72-96 of the Board of Supervisors, Yolo County, California on January 24, 1972. In the event that Lessor is unable to deliver possession of the herein described premises to Lessee at the commencement of the term, there shall be a proportionate deduction of rent covering the period between the commencement date and the time when Lessor can deliver possession of the premises to Lessee by February 1, 1973, Lessee may, at its option, terminate this lease agreement.

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2. EXISTING LEASE: Upon the delivery of possession of the herein described premises to Lessee, the lease agreement No. 67-14 presently in effect between Lessor and Lessee shall be deemed terminated.

3. USES PROHIBITED: Lessee shall not use, or permit said premises, or any part thereof, to be used, for any purpose or purposes other than the purpose or purposes for which the said premises are hereby leased; and no use shall be made or permitted to be made of the said premises, nor acts done, which will increase the existing rate of insurance upon the building in which said premises may be located, or cause a cancellation of any insurance policy covering said building, or any part thereof, nor shall Lessee sell, or permit to be kept, used, or sold, in or about said premises, any article which may be prohibited by the standard form of fire insurance policies. Lessee shall, at his sole cost and expense, comply with any and all requirements, pertaining to said premises, of any insurance organization or company, necessary for the maintenance of

reasonable fire and public liability insurance, covering said building and appurtenances.

4. WASTE; ALTERATIONS: Lessee shall not commit, or suffer to be commited, any waste upon the said premises, or any nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the demised premises may be located. Lessee shall not make, or suffer to be made, any alterations of the said premises, or any part thereof, without the written consent of Lessor first had and obtained, and any additions to, or alterations of, the said premises, except movable furniture and trade fixtures, including jury and spectator's chairs in the courtroom, shall become at once a part of the realty and belong to Lessor.

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5. ABANDONMENT: Lessee shall not vacate or abandon the premises at any time during the term; and if Lessee shall abandon, vacate or surrender said premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the premises shall be deemed to be abandoned, at the option of Lessor, except such property as may be mortgaged to Lessor.

6. FREE FROM LIENS: Lessee shall keep the demised premises and the property in which the demised premises are situated, free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee.

7. COMPLIANCE WITH GOVERNMENTAL REGULATIONS: Lessee shall, at his sole cost and expense, comply with all of the requirements of all Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all Municipal ordinances and State and Federal statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee, whether Lessor be a party

thereto or not, that Lessee has violated any such ordinance or statute in the use of the premises, shall be conclusive of that fact as between Lessor and Lessee.

8. INDEMNIFICATION OF LESSOR: Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives all claims against Lessor for damages to goods, wares and merchandise, and all other personal property in, upon or about said premises and for injuries to persons in or about said premises, from any cause arising at any time, except for damages or injuries caused by the acts or omissions of Lessor. Lessee will hold Lessor exempt and harmless from any damage or injury to any person, or to the goods, wares and merchandise and all other personal property of any person arising from the use of the premises by Lessee, or from the failure of Lessee to keep the premises in good condition and repair, as herein provided, except that Lessee shall not be liable for damage or injury on premises occurring outside of Lessee's office.

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9. ADVERTISEMENTS AND SIGNS: Lessee shall not conduct or permit to be conducted any sale by auction on said premises. Lessee shall not place or permit to be placed any projecting sign, marquee or awning on the front of the said premises without the written consent of Lessor; Lessee, upon request of Lessor, shall immediately remove any sign or dicoration which Lessee has placed or permitted to be placed in, on, or about the front of the premises and which, in the opinion of Lessor, is objectionable or offensive, and if Lessee fails so to do, Lessor may enter upon said premises and remove the same. Lessor has reserved the exclusive right to the two exterior sidewalls, rear wall and roof of said premises, and Lessee shall not place or permit to be placed upon the said sidewalls, rear wall or roof, any sign, advertisement or notice without the written consent of Lessor.

10. ENTRY BY LESSOR: Lessee shall permit Lessor and his agents to enter into and upon said premises at all reasonable times

for the purpose of inspecting the same or for the purpose of maintaining the building in which said premises are situated, or for the purpose of making repairs, alterations or additions to any other portion of said building, including the erection and maintenance of such scaffolding, canopies, fences and props as may be required, or for the purpose of posting notices of nonresponsibility for alterations, additions, or repairs, or for the purpose of placing upon the property in which the said premises are located any usual or ordinary "for sale" signs, without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the premises thereby occasioned; and shall permit Lessor and his agents, at any time within thirty (30) days prior to the expiration of this lease, to place upon said premises any usual or ordinary "to let" or "to lease" signs and exhibit the premises to prospective tenants at reasonable hours. Micro Fiched

11. DESTRUCTION OF PREMISES: In the event of a partial destruction of the said premises during the said term, from any cause, Lessor shall forthwith repair the same, provided such repairs can be made within sixty (60) days under the laws and regulations of State, Federal, County or Municipal authorities, but such partial destruction shall in no wise annul or void this lease, except that Lessee shall be entitled to a proportionate deduction of rent while such repairs are being made, such proportionate deduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by Lessee in the said premises. If such repairs cannot be made in sixty (60) days, Lessor may, at his option, make same within a reasonable time, this lease continuing in full force and effect and the rent to be proportionately rebated as aforesaid in this paragraph provided. In the event the Lessor does not so elect to make such repairs which cannot be made in sixty (60) days, or such repairs cannot be made under such laws and regulations, this lease may be terminated at the option of

either party. In respect to any partial destruction which Lessor is obligated to repair or may elect to repair under the terms of this paragraph, the provisions of Section 1932, Subidvision 2, and of Section 1933, Subdivision 4, of the Civil Code of the State of California are waived by Lessee. In the event that the building in which the demised premises may be situated be destroyed to the extent of not less than 33 - 1/3% of the replacement cost thereof, Lessor may elect to terminate this lease, whether the demised premises be injured or not. A total destruction of the building in which the said premises may be situated shall terminate this lease. In the event of any dispute between Lessor and Lessee relative to the provisions of this paragraph, they shall each select an arbitrator, the two arbitrators so selected shall select a third arbitrator and the three arbitrators so selected shall hear and determine the controversy and their decision thereon shall be final and binding upon both Lessor and Lessee, who shall bear the cost of such arbitration equally between them.

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12. ASSIGNMENT AND SUBLETTING: Lessee shall not assign this lease, or any interest therein, and shall not sublet the said premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Lessee excepted) to occupy or use the said premises, or any portion thereof, without the written consent of Lessor first had and obtained, and a consent to one assignment, subletting, occupation or use by any other person, shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void, and shall, at the option of Lessor, terminate this lease. This lease shall not, nor shall any interest therein, be assignable, as to the interest of Lessee, by operation of law, without the written consent of Lessor.

13. INSOLVENCY OR BANKRUPTCY: Either (a) the appointment

of a receiver (except a receiver mentioned in paragraph 16 hereof) to take possession of all or substantially all of the assets of Lessee, or (b) a general assignment by Lessee for the benefit of creditors, or (c) any action taken or suffered by Lessee under any insolvency or bankruptcy act shall constitute a breach of this lease by Lessee. Upon the happening of any such event this lease shall terminate ten (10) days after written notice of termination from Lessor to Lessee.

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14. DEFAULT: In the event of any breach of this lease by Lessee, then Lessor besides other rights or remedies he may have, shall have the immediate right of re-entry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee. Should Lessor elect to re-enter, as herein provided, or should he take possession pursuant to legal proceedings or pursuant to any notice provided for by law, he may either terminate this lease, or he may from time to time, without terminating this lease, re-let said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this lease) and at such rental or rentals and upon such other terms and conditions as Lessor in his sole discretion may deem advisable with the right to make alterations and repairs to said premises; upon each such re-letting (a) Leasee shall be immediately liable to pay to Lessor, in addition to any indebtedness other than rent due hereunder, the cost and expenses or such re-letting and of such alterations and repairs, incurred by Lessor, and the amount, if any, by which the rent reserved in this lease for the period of such re-letting (up to but not beyond the term of this lease) exceeds the amount agreed to be paid as rent for the demised premises for such period and on such re-letting; or (b) at the option of Lessor rents received by such Lessor from such re-letting shall be applied: first, to the payment of any indebt-

edness, other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such re-letting and of such alterations and repair; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If Lessee has been credited with any rent to be received by such re-letting under option (a), and such rent shall not be promptly paid to Lessor by the new tenant, or if such rentals received from such re-letting under option (b) during any month be less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Lessor shall be construed as an election on his part to terminate this lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Lessor may at any time thereafter elect to terminate this lease for such previous breach. Should Lessor at any time terminate this lease for any breach, in addition to any other remedy he may have, he may recover from Lessee all damages he may incur by reason of such breach, including the cost of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

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15. SURRENDER OF LEASE: The voluntary or other surrender of this lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies, or may, at the

option of Lessor, operate as an assignment to him of any or all such subleases or subtenancies.

16. ATTORNEY'S FEE: In case suit shall be brought for an unlawful detainer of the said premises, for the recovery of any rent due under the provisions of this lease, or because of the breach of any other covenant herein contained, on the part of Lessee to be kept or performed, Lessee shall pay to Lessor a reasonable attorney's fee which shall be fixed by the court.

17. RECEIVERSHIP: If a receiver be appointed at the instance of Lessor in any action against Lessee to take possession of said premises and/or to collect the rents or profits derived therefrom, if the premises be a rooming house, hotel or apartment house, the receiver may, if it be necessary or convenient in order to collect such rents and profits, conduct the business of Lessee then being carried on in said premises and may take possession of any personal property belonging to Lessee and used in the conduct of such business, and may use the same in conducting such business on the premises without compensation to Lessee for such use. Neither the application for the appointment of such receiver, nor the appointment of such a receiver, shall be construed as an election on Lessor's part to terminate this lease unless a written notice of such intention is given to Lessee.

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18. NOTICES: All notices to be given to Lessee may be given in writing personally or be depositing the same in the United States mail, postage prepaid, and addressed to Lessee at the said premises, whether or not Lessee has departed from, abandoned or vacated the premises.

19. TRANSFER OF SECURITY: If any security be given by Lessee to secure the faithful performance of all or any of the covenants of this lease on the part of Lessee, Lessor may transfer and/or deliver the security, as such, to the purchaser of the reversion, in the event that the reversion be sold, and thereupon

Lessor shall be discharged from any further liability in reference thereto.

20. WAIVER: The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition therein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

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21. HOLDING OVER: Any holding over after the expiration of the said term, with the consent of Lessor shall be construed to be a tenancy from month to month, at a rental of an amount equal to the last installment of rent payable during the term or renewal term a month, and shall otherwise be on the terms and conditions herein specified, so far as applicable.

22. SUCCESSORS AND ASSIGNS: The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

23. TIME: Time is of the essence of this lease.

24. MARGINAL CAPTIONS; CAPTIONS: The captions in the margins and captions in the body of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of this lease.

25. REPAIRS: Lessee shall maintain and repair any partitions, fixtures or appurtenances installed by it and the interior surface of the walls and ceiling of the leased premises excluding common areas, in good and sanitary order, condition and repair,

normal wear and tear excepted.

Lessor shall maintain and repair the remainder of said premises and appurtenances and every part thereof in good and sanitary order, condition and repair, including restrooms, which shall be so maintained and provided with necessary consumable supplies.

26. UTILITIES: Lessor shall pay for all water, gas, heat, light, power, sewer and air conditioning supplied to said premises.

27. TAX INCREASE: Lessee shall in addition to all other sums agreed to be paid by him under this lease, pay to Lessor upon demand an amount equal to its proportionate share of real estate taxes which shall during the term of this lease or any extension thereof be assessed against the demised premises in excess of the real estate tax assessed against the demised premises for the fiscal year ending June 30, 1973.

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28. RENEWAL OPTION: Lessor hereby grants Lessee a renewal option to renew this lease for an additional term of five (5) years from and after the expiration of the original term upon the same terms and conditions as set forth in this lease, except that rent for the renewal term shall be as hereinafter set forth, and except that there will be no further renewal provision. The option must be exercised by Lessee by delivery to Lessor of written notice of exercise of option not less than sixty (60) days prior to the expiration of the original term of this lease.

Rent for the five (5) year renewal term shall be the rent for the original term adjusted upward or downward in the same percentage proportion that the Consumer Price Index for the San Francisco Area of the U. S. Department of Labor, Bureau of Labor Statistics for the last reporting period before commencement of the renewal term, shall have increased or decreased over the price index for the month of September, 1972.

29. JANITOR SERVICE: Lessor shall at his own expense pro-

vide janitorial services to the leased premises consisting of the provision of all labor, equipment and consumable materials for the general care and cleaning of the offices, halls and windows.

30. NONEXCLUSIVE RIGHT OF USE: Lessee is also granted a nonexclusive right of use of all common corridors, if any, hallways, stairways, restrooms, and parking areas.

IN WITNESS WHEREOF, Lessor and Lessee have executed these presents, the day and year first above written.

Micro Fiched

LESSOR

JOHN W. BRINLEY

LAURETTE F. BRINLEY

LESSEE

COUNTY OF YOLO, a political subdivision

BY: Chairman of the Board of Supervisors, County of Yolo, State of California

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY: DEPUTY

FILED
OCT 31 1972
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

AGREEMENT NO. 72-252

(Agreement Extending Agreement to Provide Information and Referral for Emergency Food and Medical Services in Yolo County)

THIS AGREEMENT made and entered into this 24th day of October, 1972, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and ECONOMIC OPPORTUNITY COMMISSION OF YOLO COUNTY, INC., a non-profit corporation, hereinafter referred to as EMERGENCY FOOD,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY and EMERGENCY FOOD heretofore have entered into Yolo County Agreement No. 72-238 concerning the provision of information and referral for emergency food and medical services in Yolo County for a term ending October 31st, 1972.
2. Said agreement contains provisions permitting the parties to agree the term of said agreement may be extended until June 30th, 1973.
3. The parties desire so to extend said Agreement No. 72-238.

AGREEMENTS:

1. COUNTY and EMERGENCY FOOD hereby agree that the term of said Agreement No. 72-238 is hereby extended from and including November 1st, 1972 to and including June 30th, 1973.
2. All acts taken by COUNTY and EMERGENCY FOOD subsequent to October 31st, 1972, but which are otherwise in accordance with the terms and conditions of said Agreement No. 72-238 are hereby ratified and confirmed.
3. In all other respects, the provisions of Agreement No. 72-238 are ratified and confirmed.

//////

FILED
OCT 31 1972
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

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Micro Fiched

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3. In all other respects, the provisions of Agreement No. 72-238 are ratified and confirmed.

//////

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto on the date first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

Micro Fiched

ECONOMIC OPPORTUNITY COMMISSION OF YOLO COUNTY, INC., a non-profit corporation

BY _____
President

BY _____
Secretary

(SEAL)

Book

FILED
OCT 31 1972
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS

AGREEMENT NO. 72-253

(Agreement for Janitorial Services)

THIS AGREEMENT made and entered into this 30th day of October, 1972, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and AMERICAN BUILDING MAINTENANCE COMPANY, 1107 E Street, Sacramento, California, hereinafter called CONTRACTOR,

W I T N E S S E T H: Micro Fiched

1. In consideration of the covenants of COUNTY herein, CONTRACTOR agrees to provide all labor, equipment and supplies to supply the following janitorial services at the indicated intervals the County buildings located at 350 C Street, Broderick. The building complex consists of the main structure, approximately 7000 square feet of floor space; the Mental Health facility - mobile home - approximately 1250 square feet, the public restrooms and the blacktopped area adjacent to the three structures, all located in Broderick, California, under the following terms and conditions:

A. Services shall include:

1. Daily:

A. Empty waste baskets and ashtrays

B. Dust bookcases, filing cabinets, chairs, horizontal desk surfaces and office equipment.

C. Clean drinking fountains and sinks.

D. Clean main lobby (This area experiences very heavy traffic and will require extensive daily cleaning.)

E. Sweep blacktopped area as indicated on sketch attached hereto and marked Exhibit "A".

F. Mop interior restroom floors of buildings numbered 1 and 2 of said Exhibit "A".

G. Dust mop vinyl floors.

H. Damp wire counter tops.

I. Spot wipe doors and walls as necessary to maintain cleanliness.

J. Damp wipe ash trays.

K. Remove all accumulated trash to outside refuse collection area.

L. Clean toilet bowls, urinals, dispensers and basins in rest rooms. Wash toilet seats and toilet lids.

M. Fill towel, soap, tissue and seat cover dispensers.

N. Replace burned out light bulbs and fluorescent tubes. (County to provide replacements.)

2. Twice Weekly Service - Monday and Thursday:

Vacuum carpets.

Micro Fiched

3. Weekly Service:

A. Wash counter windows of lobby.

B. Spot clean carpets as necessary.

C. Vacuum fabric covered furniture.

D. Wax and buff floor of lobby and areas of flooring subjected to consistent relatively heavy traffic (aisles, etc.)

E. Damp wipe all doors.

F. Dust vertical surfaces of desks, chairs and cabinets.

G. Damp wipe wastebaskets - wash if necessary.

H. Clean toilet bowls with chemical cleaner (Recommend Bowl White).

I. Scrub restroom floors. Use no chemicals - warm water ONLY on inside restrooms.

J. Vacuum room corners and under desks.

4. Monthly Service:

A. Dust office and partition walls.

B. Damp wash woodwork frames and trim.

C. Dust fluorescent light fixtures.

D. High dust partitions and moldings.

5. Semi-annual Service:

A. Vacuum all carpets - move furniture except file file cabinets, safes and sensitive equipment.

B. Wash light fixtures.

C. Strip and wax vinyl and wood floors.

6. Annual Service:

A. Shampoo carpets - move all furniture.

B. Wash windows.

7. Maintain janitor storage room and equipment in neat and orderly condition.

Micro Fiched

B. Only the highest standards of cleanliness are acceptable. Inability to achieve and maintain such standards may result in the issuance of a "Notice of Inadequate Performance" specifying a 30-day warning period for attaining the desired cleanliness. If appropriate standards are not achieved within the 30-day period, the contract may be revoked upon 15 days written notification to the CONTRACTOR.

C. The detailed services specified in Item 1.A above are not to be construed as all inclusive. Additional minimal spot cleaning or increased frequency of certain operations may be mandatory to maintain the desired cleanliness.

D. Supervisory personnel of the CONTRACTOR shall make cleaning and building inspections at least twice weekly. Reports shall be made to the Department Head, County Buildings and Grounds, Room 101, Courthouse, Telephone 666-8208, of the semi-annual and annual services performed on the day after those services are accomplished by the cleaning crew. The supervisor or cleaning crew, when appropriate, shall report daily on unusual situations or occurrences - unlocked doors,

stopped up plumbing, broken windows or fixtures, etc.

E. Supplies furnished by the COUNTY will be replenished by CONTRACTOR upon notification of required supplies to the Department of Buildings and Grounds, Telephone: 666-8208.

F. CONTRACTOR shall furnish sufficient competent personnel and supervision to provide proper services at all times.

G. CONTRACTOR employees shall not use telephones, disturb papers on desks in cabinets or drawers and shall not tamper with personal property.

H. CONTRACTOR shall provide all equipment and supplies necessary to accomplish the custodial tasks - except those items of supply specified herein which are to be provided by COUNTY.

Micro Fiched

I. CONTRACTOR shall provide necessary containers to convey trash to outside refuse collection point.

J. CONTRACTOR shall insure that all building lights are out except those necessary for the cleaning crew in the area being worked. Upon leaving the building, cleaning crew must extinguish all lights and lock all doors.

K. Cleaning services shall be performed five (5) days each week except for weekday official holidays recognized by COUNTY.

2. In consideration of the covenants of CONTRACTOR herein, COUNTY hereby agrees to pay the sum of TWO HUNDRED EIGHTY-EIGHT and 75/100 ($288.75) dollars per month.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

A. In the performance of the work, duty and obligations devolving upon it under this agreement, CONTRACTOR is at all times acting and performing as an independent contractor conducting his business of rendering janitorial service.

B. The term of this agreement shall begin on November 1, 1972,

and shall continue until October 31, 1973, unless sooner terminated by COUNTY for inadequate performance in the manner hereinabove set forth.

C. COUNTY shall have the option to renew the terms of this agreement for an additional term of one (1) year from and after the expiration of the original term. The option term shall be upon the same terms and conditions as set forth in this agreement. The option to renew must be exercised by COUNTY by written notice of intention to exercise option to CONTRACTOR given not less than thirty (30) days before the expiration of the original term. In the event service is required prior to December 1st, or not until after that date, CONTRACTOR shall be recompensed for each day worked at the rate of one twenty-second (1/22) of the flat monthly rate.

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D. CONTRACTOR shall have each employee bonded for not less than $1,000.

E. CONTRACTOR agrees to pay and save COUNTY harmless from and to defend COUNTY against any and all claims arising from any act, omission, or negligence of CONTRACTOR, or its contractors, licensees, agents, servants or employees.

F. During the term of this agreement, CONTRACTOR shall, at his own expense, maintain in full force a policy or policies of public liability insurance insuring CONTRACTOR and COUNTY against liability for injury for persons and property and for death of persons arising from any acts of injury or damage arising from any act, omission, or negligence of CONTRACTOR or its contractors, licensees, agents, servants, or employees. Each such policy shall be subject to approval by COUNTY as to form and insurer. The liability under such insurance shall not be less than $100,000 for any one person injured or killed, not less

than $300,000 for any one accident, and not less than $50,000 for property damage. CONTRACTOR shall provide COUNTY with certificates of all policies. In addition, CONTRACTOR shall maintain Workmen's Compensation Insurance in the manner provided by law, and shall provide COUNTY with a certificate thereof.

G. It is hereby stipulated by CONTRACTOR that he has inspected the premises and finds them to be in safe condition.

H. No alteration or variation of the terms of this agreement shall result unless made in writing and signed by the parties hereto and no oral understandings or agreements not incorporated herein, no alterations or variations in the terms hereof unless so made, shall be binding on the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Leonard J. Bell
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Kate E. Duncan
DEPUTY

(SEAL)

AMERICAN BUILDING MAINTENANCE COMPANY

BY Original Signed

XEROX

Government Service Agreement

YOLO COUNTY
AGREEMENT NO. 72-254

We agree to lease ONE XEROX 3600-1

Bill Code

to be installed at the address(es) indicated below, subject solely to the following terms and conditions: (a) in the case of a federal government agency, the terms and conditions of the contract between Xerox Corporation and the General Services Administration as revised from time to time; (b) in the case of a state or local governmental agency, the terms and conditions in Xerox Corporation's State and Local Government Price List, Schedule C, as revised from time to time.

Contract No. | Supp No

Customer Name and Billing Address

COUNTY OF YOLO
CLERK'S OFFICE-COUNTY COURTHOUSE
WOODLAND, CALIFORNIA 95695

Installation Address

SAME

Micro Fiched

FILED
NOV - 6 1972
LAURENCE P. HENIGAN, Clerk
By Lillian Leonard Rodriguez
Deputy

APPROVED TO FORM
CHARLES L. MACK
County Counsel
County of Yolo
Date 11-6-72

Earliest Customer Acceptance Date A.S.A.P.

Equipment Purchase Order Required [X] Yes [ ] No, If Yes Complete Below:

Equipment Purchase Order No.: From / / To / /

Special Reference Number

Customer authorizes initial supplies: Yes: (Customer Initials) No

Supply Purchase Order No.: Supply Agreement No.:

Supply Purchase Order [X] Not Necessary [ ] Attached [ ] To Follow

CUSTOMER'S SIGNATURE

By
Vice-Chairman, Board of Supervisors,
County of Yolo, State of Calif.
Title

XEROX CORPORATION

By
Title SR
Date 11-18-72
Empl. No. 13897 Branch 5702

Form 5302 (4-72) Printed in U.S.A.

BRANCH COPY

FILED
NOV-6 1972
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 72-255

THIS AGREEMENT made and entered into by and between the CITY OF WOODLAND, a political subdivision of the State of California, hereinafter called CITY, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY.

WITNESSETH

WHEREAS, County owns certain real property at the southwest corner of 3rd and Court Streets within the City of Woodland, California more particularly described in EXHIBIT "A" attached and:

WHEREAS, City desires to use said property for a parking lot and County is willing to permit the same subject to the following terms and conditions:

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NOW, THEREFORE, in consideration of the promises of the respective parties it is mutually agreed as follows:

1. County does hereby lease to City the said property described above for the City's use as a parking lot.

2. The City shall pay to the County during the term hereof, as rental for said space the sum of one dollar ($1.00) per year, payable in advance, effective on the date this agreement is approved by the County.

3. City shall improve the above said property to provide public parking, to standards established by the City but not necessarily including paving.

4. City shall provide all maintenance of the premises or improvements thereon and shall provide any signing or policing required.

5. City shall indemnify County against any and all claims for loss or damage arising out of or in any way connected with the City's use or occupancy of the premises herein demised.

6. This agreement shall be for a period of five (5) years from the date herein provided, however the City may terminate this

at any time by giving written notice to the County of such termination thirty (30) days in advance. This agreement will automatically be renewed on a year to year basis thereafter; however, either party may then terminate this agreement at any time thereafter by giving written notice to the other thirty (30) days prior thereto.

7. City shall during the term of this agreement be entitled to an option to purchase the said property at a price that can then be mutually agreed upon by both parties at the time.

8. City shall not sublet all or any portion of the property leased to them according to this agreement without first obtaining the written consent of County thereto.

IN WITNESS WHEREOF, the parties hereto have executed these presents this 30th day of October 1972.

CITY OF WOODLAND

By Harold A. Robert
Mayor

And by S. R. Fairlee
City Clerk

COUNTY OF YOLO

By Raymond Wilson
Vice Chairman of Board of Supervisors

And by LAURENCE P. HENIGAN, Clerk
County Clerk

By Pete E. Lucas
DEPUTY

Micro Fiched

Approved as to Form
Dated 11-6-72
CHARLES R. MACK
County Counsel of Yolo County
By [illegible]
Deputy

EXHIBIT A

All that real property situate in the City of Woodland, County of Yolo, State of California, more particularly described as follows:

The East 55 feet of Lot 7 and all of Lot 6, Block 3, Freeman's Addition to the Town (now City) of Woodland, as shown on the Official Map thereof, filed for record in the Office of the Yolo County Recorder on June 25, 1863 in Book D of Deeds, at page 722.

Micro Fiched

Agreement

No 92-256

Micro Fiched

Skipped

Unintentionally

FILED
NOV - 6 1972
LAURENCE P. HENIGAN, Clerk
By ..... DEPUTY

AGREEMENT NO. 72-257

(Agreement for Purchase of Real Property)

THIS AGREEMENT dated this 15th day of October, 1972, by and between ELKHORN BOAT CLUB, INC., a corporation, hereinafter referred to as SELLER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

W I T N E S S E T H:

SELLER agrees to sell and COUNTY agrees to purchase the hereinafter described real property upon the terms and conditions hereinafter set forth:

Micro Fiched

1. The real property referred to above is located in the County of Yolo, State of California, and is more particularly described in Exhibit "A" attached hereto and made a part hereof as if set forth in full.
2. The purchase price is the sum of $58,000.00.
3. COUNTY possesses the power of eminent domain and is acquiring the property pursuant to this agreement in lieu of the condemnation thereof, and SELLER intends to sell the property pursuant to this agreement under the threat of such condemnation.
4. COUNTY agrees to deposit the purchase price in escrow with Title Insurance and Trust Company, Walnut and Court Streets, Woodland, California, within sixty (60) days of the consummation of this agreement by it pursuant to the provisions of Government Code § 25350.
5. Title is to be free from all liens, encumbrances, easements, restrictions, rights and conditions of record or known to SELLER with such exceptions as are acceptable to COUNTY. SELLER shall furnish to COUNTY at COUNTY'S expense a standard

form California Land Title Insurance policy insuring title in COUNTY subject only to liens, encumbrances, easements, restrictions, rights and conditions of record acceptable to COUNTY. If SELLER fails to deliver title as herein provided, then either party hereto may terminate this agreement, or the parties may mutually agree in writing that SELLER shall have sixty (60) days thereafter in which to remove all defects in title objectionable to COUNTY. COUNTY shall notify SELLER of any objections to the state of title within ten (10) days following receipt of a preliminary title report to be paid for by COUNTY, and the parties shall then have ten (10) additional days to elect to terminate this agreement or to clear title.

6. SELLER shall pay all property taxes which are due and payable on the closing date. Taxes will not be prorated but SELLER will seek appropriate refund pursuant to Revenue & Taxation Code §§ 4986 and 5096.

Micro Fiched

7. Title shall vest as follows: COUNTY OF YOLO, a political subdivision.

8. SELLER agrees as follows:

   a) To pay all acknowledgment and recording fees incurred in this transaction and for any documentary stamps required.

   b) To permit the entry upon said premises upon the execution of this agreement or surveyors or engineers for the purpose of surveying said property and of persons required to perform any investigations required by COUNTY.

9. COUNTY shall have the right to enter into possession of the property upon the close of escrow.

10. Escrow instructions signed by SELLER and COUNTY shall be delivered to the escrow holders within twenty (20) days from the COUNTY'S acceptance hereof, or the date of the preliminary title report, whichever is the later, and shall provide for closing within ninety (90) days from the opening of escrow,

subject to written extension signed by SELLER and COUNTY.

11. This agreement is conditioned upon consummation of the purchase in accordance with the procedures set forth in Government Code § 25350.

12. This agreement is conditioned upon a favorable report and recommendations pursuant to law of the Planning Commission having jurisdiction over the property made after consideration of an environmental impact report is required.

13. Time is of the essence of this agreement.

IN WITNESS WHEREOF, SELLER has executed this agreement the day and year first above written.

ELKHORN BOAT CLUB, INC., a corporation

BY Harry Mengis
HARRY MENGIS, COMMODORE

(SEAL)

BY Hugh Jones
HUGH JONES, SECRETARY

Micro Fiched

IN WITNESS WHEREOF, the COUNTY OF YOLO has executed this agreement on the 6th day of November, 1972.

COUNTY OF YOLO, a political subdivision of the State of California

BY J. Dudley Gerkens
CHAIRMAN OF THE BOARD OF SUPERVISORS

EXHIBIT "A"

All that real property situate in the County of Yolo, State of California, described as follows lying southerly of the real property described in Deed to the State of California, recorded July 18, 1966, in Book 832 of Official Records, page 70:

Beginning at the Southeasterly corner of Lot C of Elkhorn Subdivision as designated on that certain map of Elkhorn Subdivision filed of record in the office of the County Recorder of Yolo County in Map Book 2 at page 51; thence North 29° 5' 30" West a distance of 860.71 feet to the South side of Woodland Avenue as shown on aforementioned Subdivision; thence East along the prolongation of the South side of Woodland Avenue to the low water mark on the Westerly bank of the Sacramento River; thence down and along the Westerly bank of the Sacramento River to a point on the low water mark that intersects the prolongation of the center line of Division Road produced northerly as said Division Road is shown on aforesaid Subdivision; thence South 16° 00' 20" West along the center line of said Division Road produced northerly to a point where said center line intersects the northeasterly right of way line of the Sacramento and Woodland Railroad; thence Northwesterly up and along the said right of way line to the point of beginning.

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AGREEMENT NO. 72-258

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. ROGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 19 72, by and between Ernest Fahn, Sylvia Fahn, Stanley Fahn, Cecelia Hader and Ernest Fahn, Trustee for Howard Fahn.

P.O. Box 362, Sacramento, California
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 83 by the County by Resolution No. 72-123, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Ernest Fahn

Sylvia Fahn

Stanley Fahn

Cecelia Linder

Ernest Fahn, Trustee for
Howard Fahn

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 28, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA,
County of Yolo } ss.
On this 1st day of May in the year one thousand nine hundred and Seventy-Two before me, the undersigned a Notary Public, State of California, duly commissioned and sworn, personally appeared Ernest Fahn, Sylvia Fahn, Stanley Fahn, Cecelia Linder and Ernest Fahn, Trustee for Howard Fahn
known to me to be the person whose names are subscribed to the within instrument and acknowledged to me that he executed the same.
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

Micro Fiched

WANDA L. SKELLCHOCK
Notary Public in California
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 3, 1973

Wanda L. Skellchock
Notary Public, State of California

My Commission Expires

Coudery's Form No. 32—Acknowledgment—General (C. C. Sec. 1190)

GUARANTEE

68 27266

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65757 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

ERNEST FAHN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Micro Fiched

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of April 21, 1972 at 5:00 p.m. , in the County of Yolo, State of California.

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By [signature] Secretary

Countersigned:

[signature]
Vice President

Addition to Reserve # 83

CLTA GUARANTEE FACE PAGE - 1967

"Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 65757 Effective Date: April 21, 1972 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

Ernest Fahn; Sylvia Fahn, Stanley Fahn, Cecelia Linder and Ernest Fahn, as Trustee for Howard Fahn, each as to an undivided 1/5th interest.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

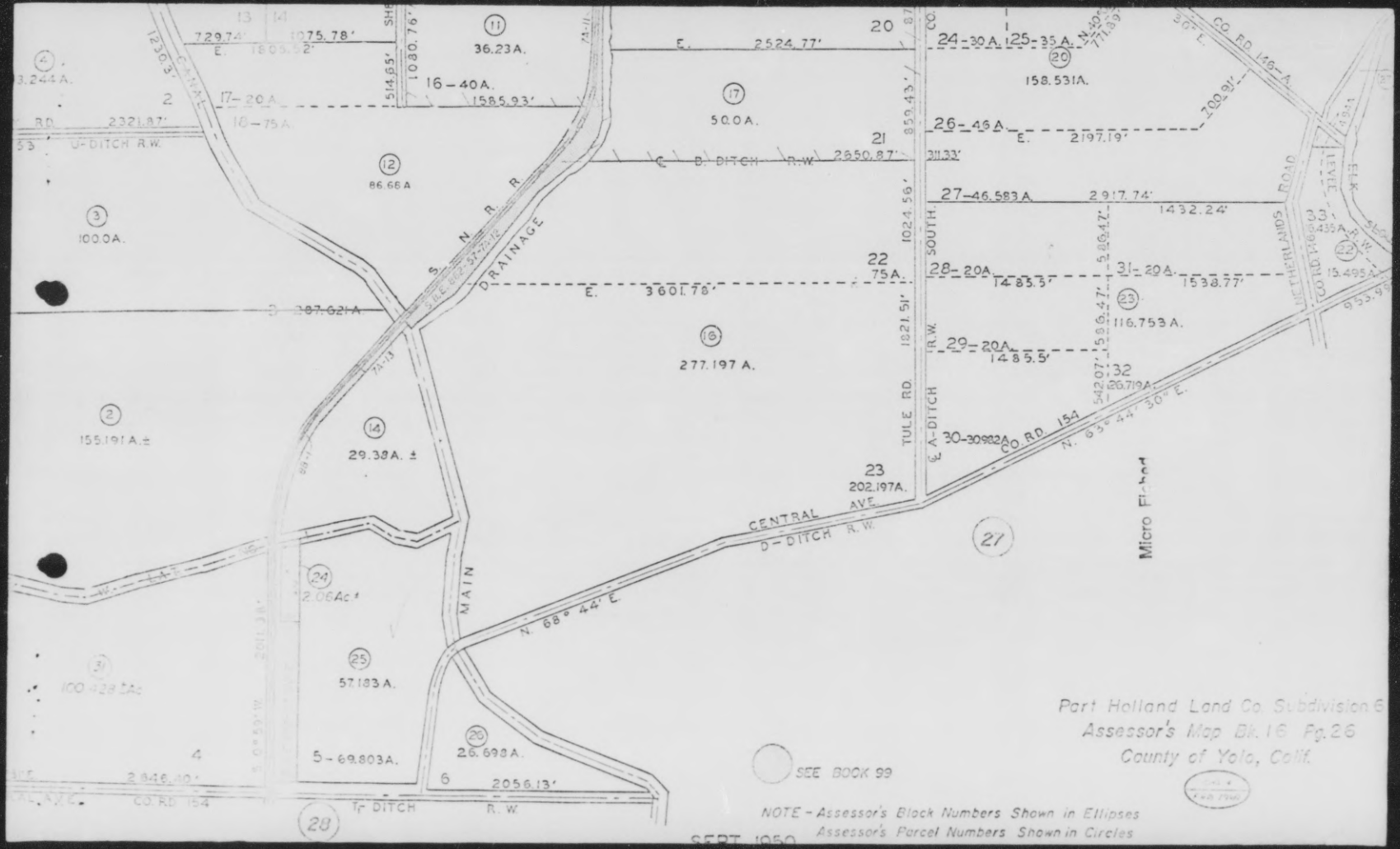
All that real property in the County of Yolo, State of CAlifornia, described as follows:

Lots 22 and 23, Holland Lan d Company Subdivision No. 6, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on February 17, 1921, in Book 3 of Maps, at page 44.

Micro Fiched

NOTE: This Property Search Guarantee is limited to the above described property, which is Assessor's Parcel No. ~~16-260-16~~ 43-160-21, Code Area 58-002 for the tax year 1971-72.

CLTA GUARANTEE FORM NO. 13-1960


Part Holland Land Co. Subdivision 6
Assessor's Map Bk. 16 Pg. 26
County of Yolo, Calif.
SEE BOOK 99
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
SEPT. 1950
Micro Filmed
CO. RD. 154
CO. RD. 146-A
TULE RD.
MAIN
CENTRAL AVE.
DRAINAGE
S. N. R. R.
N. 68° 44' E.
N. 63° 44' 30" E.
36.23A.
50.0A.
86.66A.
100.0A.
155.191A.±
29.38A. ±
277.197A.
202.197A.
116.753A.
158.531A.
15.495A.
57.183A.
26.698A.
100.428Ac.
2.06Ac.
16-40A.
17-20A.
18-75A.
24-30A.
25-35A.
26-46A.
27-46.583A.
28-20A.
29-20A.
30-30.982A.
31-20A.
32
26.719A.
33
43.5A.
22
75A.
23
21
20
2524.77'
1585.93'
1080.76'
1514.65'
2321.87'
2850.87'
2917.74'
1432.24'
2197.19'
1485.5'
1538.77'
1821.51'
1024.56'
859.43'
3601.78'
2056.13'
2846.40'
1075.78'
1805.2'
729.74'
387.62A.
311.33'
700.91'
542.07'
1586.47'
5866.47'
Tr DITCH R.W.
A-DITCH R.W.
D-DITCH R.W.
C.D. DITCH R.W.
SOUTH. R.W.
NETHERLANDS LEVEE ROAD

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. ROBERTS
Deputy

AGREEMENT NO. 72-259

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 19 72, by and between

Arthur A. Clark; Irma J. Clark

P.O. Box 152 Zamora, Calif 95698
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 63 by the County by Resolution No. 72-173, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Arthur G. Clark

Irma J. Clark

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 22, 1922, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this 8th of May, 1972, before me the undersigned County Clerk of the County of Yolo, personally appeared Arthur A. Clark and Irma J. Clark, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 8th day of May, 1972.

Laurence P. Henigan
LAURENCE P. HENIGAN, COUNTY CLERK

By Laurence Sharp Deputy

(Rev. 4-71)

TO 1551 (7-68)

RO No. 10242-001

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 25.00
Street address or other ref.
19-060-06
19-293-01

a California corporation, does hereby guarantee

· Arthur Clark

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

Arthur A. Clark and Irma J. Clark, his wife

Deed Recorded October 25, 1960 and Deed Recorded January 13, 1972

Document No. 10082 and 684

I.R.S. $ None on 10082. $22.00 on Cocument No. 684.

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Record Description:

SEE EXHIBIT "A" ATTACHED

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of May 4, 1972 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature]
PRESIDENT

Attest: [signature]
SECRETARY

Addition to Preserve #63

The land referred to in this policy is described as follows:

EXHIBIT "A"

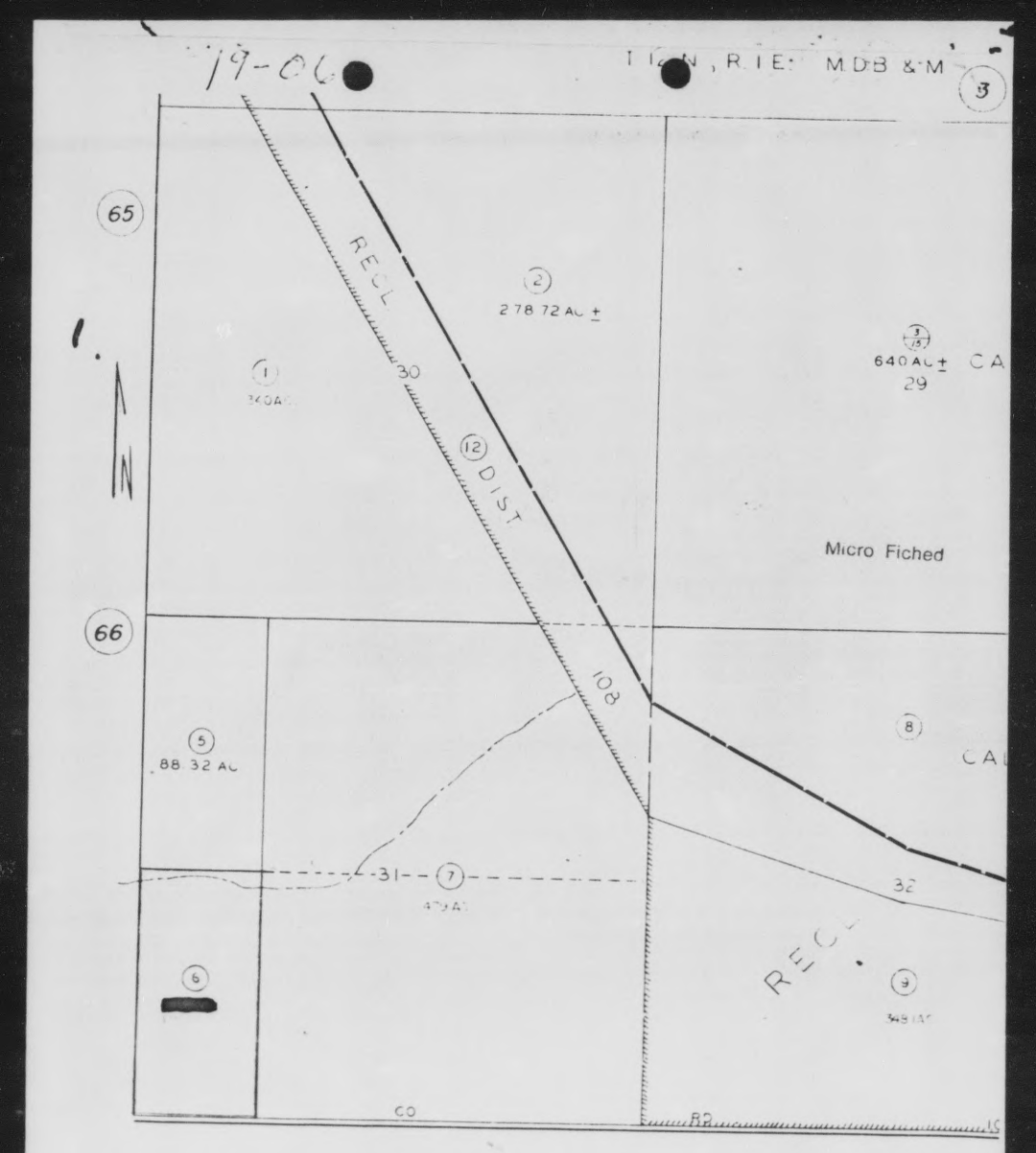
All that real property situate in the County of Yolo, State of California, described as follows:

PARCEL #1:
That portion of the N 1/2 of the NE 1/4 of Section 1, T. 11 N., R. 1 W., M.D.B.&M., lying on the Northeasterly side of the northeasterly boundary line of the railroad right of way of Southern Pacific Railroad Company traversing said Section 1.

PARCEL #2:
The West one-half (W 1/2) of the Southwest Quarter (SW 1/4) of Section 31, Township 12 North, Range 1 East, M.D.B.&M., according to the official plat thereof.

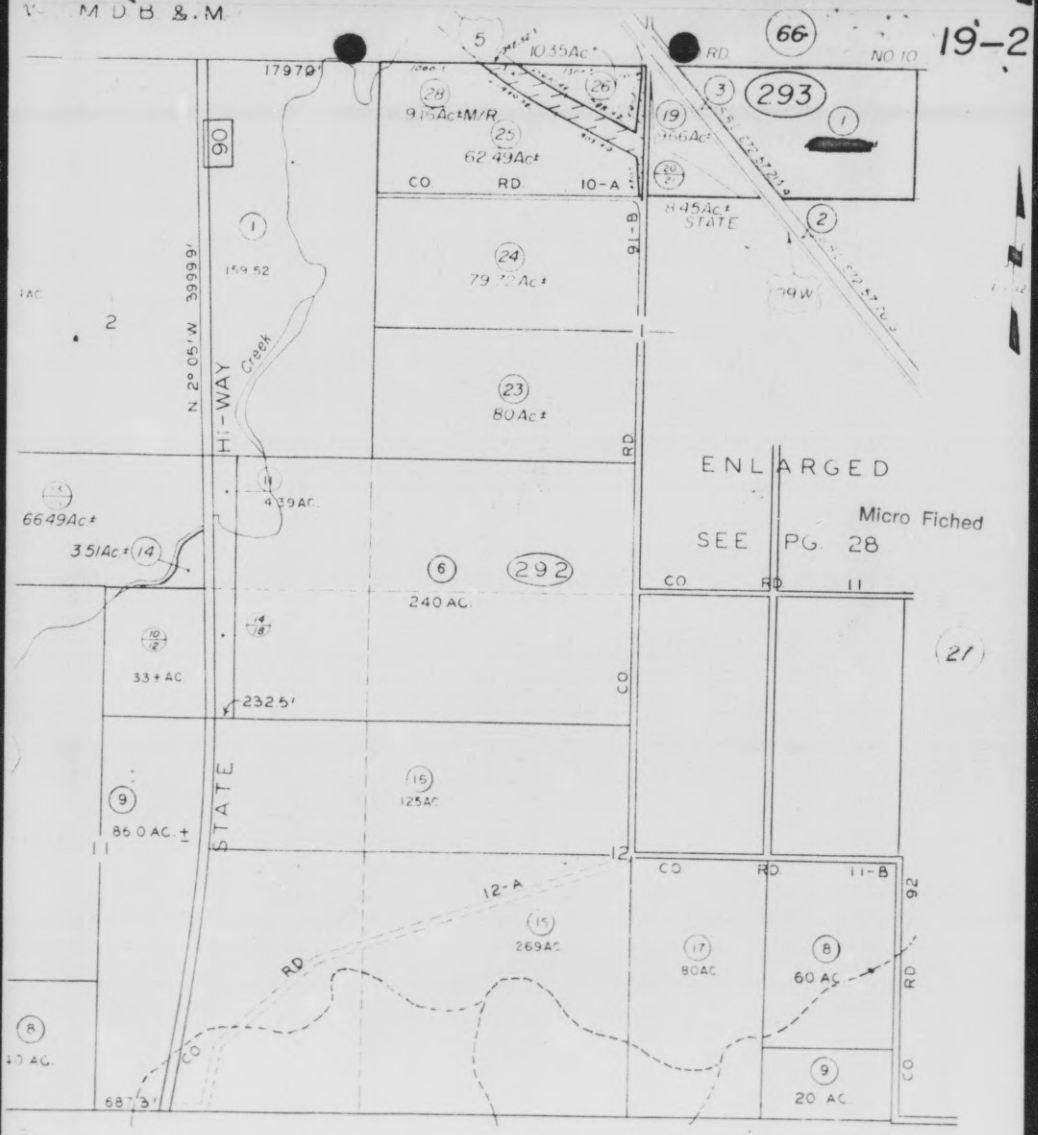
pi

Micro Fiched



This is not a survey of the land but is compiled for information by the Title Insurance and Trust Company from data shown by the official records.

21


M D B & M
19-2
66
293
RD
NO 10
5
10.35Ac±
28
9.15Ac± M/R
25
62.49Ac±
26
19
3
1
90
1797'
CO RD 10-A
8.45Ac± STATE
2
24
79.72Ac±
91-B
159.52
1
N 2° 05' W 3999'
HI-WAY
Creek
23
80Ac±
RD
ENLARGED
Micro Fiched
SEE PG 28
6649Ac±
4.39Ac.
35.1Ac±
14
6
292
240 AC.
CO RD 11
21
33± AC
23251
CO
9
86.0 AC. ±
STATE
15
125AC
12
CO RD 11-B
12-A
RD
269AC
17
80AC
8
60 AC
92
RD
CO
8
40 AC.
68.73'
9
20 AC.
CO
32
This is not a survey of the land but is compiled for information by the
Insurance and Trust Company from and is shown by the official records.
Assessor's Map Bk 19 Pg 29
County of Yolo, Calif
AUG. 1950
Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

AGREEMENT NO. 72-260

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 19 72, by and between ALAN H. BORCHARD, P.O. Box 610, Woodland, California 95695 (mailing address) hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 51 by the County by Resolution No. 72-123, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Alan H. Borchard

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 22, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this May 16, 1972, before me the undersigned Notary Public of the County of Yolo, personally appeared ALAN H. BORCHARD, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 16a day of May, 1972.

WANDA L. SKELLCHOCK
Notary Public - California
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 3, 1973

Wanda L. Skellchock
~~LAURENCE P. HENIGAN, COUNTY CLERK~~
NOTARY PUBLIC

GUARANTEE

68 28387

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65788 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

RODEGERDTS, MEANS, NORTHUP & ESTEY

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 1, 1972 at 5:00 p.m., in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By R H Morton President

Vice President

By [illegible] Secretary

Addition to Reserve #51

CLTA GUARANTEE FACE PAGE—1967

"Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 65788 Effective Date: May 1, 1972 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1971, with respect to the name(s) of

The herein described property vests in: Alan H. Borchard

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

The East forty (40) acres of the One Hundred Six and Two-third (106-2/3) acre tract formerly belonging to William Campbell Morris by Decree of Distribution dated February 3, 1913, and recorded October 23, 1913, in Book A of Decrees of Distribution at page 430, located at and situated in the Northeast Quarter of Section Twenty-nine (29), in Township Eleven (11) North, Range Two (2) East, M. D. B. & M.

EXCEPTING THEREFROM the following described parcel:

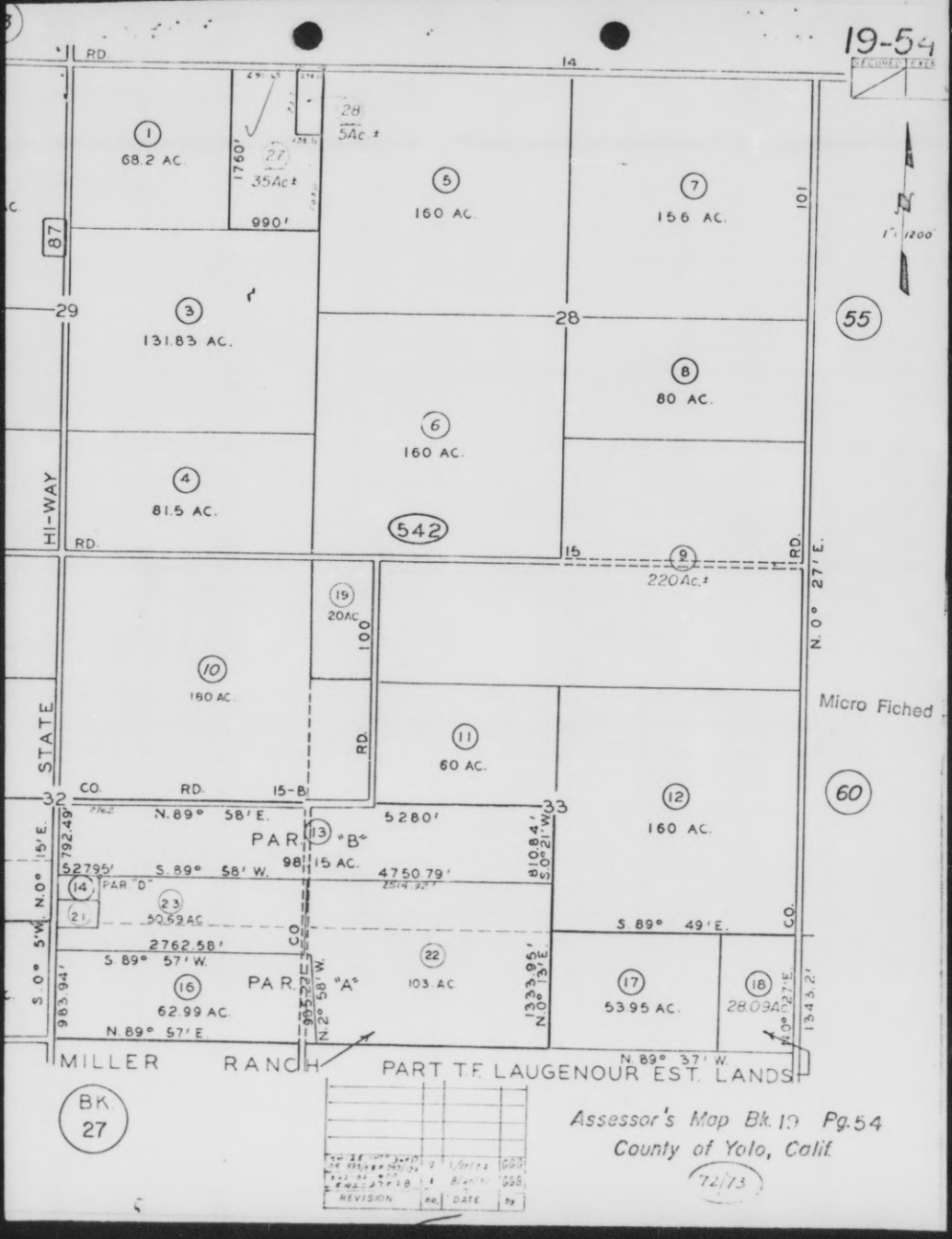
A portion of the Northeast Quarter of Section 29, T. 11 N., R. 2 E., M.D.B. & M., Yolo County, California, and being more particularly described as follows:

Beginning at the Northeast corner of said Section 29 as same appears of record on that Map filed in Maps and Surveys, Book 4 at page 18, Yolo County Records. Thence from said point of beginning along the Easterly line of that certain 106-2/3 acre parcel as same appears on said Map South 00° 11' 39" West 730.00 feet; thence leaving said Easterly line along a line parallel to and distant 730.00 feet Southerly at right angles from the Northerly line of said parcel being also the center line of County Road No. 14, North 89° 48' 00" West 298.35 feet; thence along a line parallel to and distant 298.35 feet Westerly at right angeles from the said Easterly line North 00° 11' 39" East 730.00 feet to the said Northerly line; thence along the said Northerly line South 89° 48' 00" East 298.35 feet to the point of beginning and containing 5.00 acres of land more or less.

Micro Fiched

Note: the Yolo County Assessor designates the herein described property on their 1972-73 Assessment Roll as Assessors Parcel No. 19-54-27, Code Area 87-044.

Note: This guarantee is limited to the above described property.


19-54
RD.
14
1
68.2 AC.
1760'
27
35Ac±
28
5Ac±
990'
5
160 AC.
7
156 AC.
101
87
1"=1200'
29
28
55
3
131.83 AC.
8
80 AC.
6
160 AC.
HI-WAY
4
81.5 AC.
542
RD.
15
9
220Ac.±
N. 0° 27' E.
19
20AC.
100
10
160 AC.
Micro Fiched
STATE
RD.
11
60 AC.
60
CO. RD. 15-B
32
N. 89° 58' E.
5280'
33
12
160 AC.
PAR "B"
98.15 AC.
S. 89° 58' W.
4750.79'
S0° 21' W.
13
14
PAR "D"
23
50.69 AC
21
S. 89° 49' E.
CO.
2762.58'
S. 89° 57' W.
22
103 AC
16
62.99 AC.
PAR. "A"
17
53.95 AC.
18
28.09AC
N. 89° 57' E.
N. 89° 37' W.
MILLER RANCH
PART T.F. LAUGENOUR EST. LANDS
BK. 27
REVISION
NO.
DATE
BY
Assessor's Map Bk. 19 Pg. 54
County of Yolo, Calif.
72/73

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Donald J. Mein AKA D. J. Mein

_____

_____

_____

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Darell J. Mein AKA D. J. Mein

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 22, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this May 18, 1972, before me the undersigned ~~County Clerk~~ NOTARY PUBLIC of the County of Yolo, personally appeared DARRELL L. MERWIN AND OL MERWIN, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 18th day of Aug, 1972.

WANDA L. SKELLICHOCK
Notary Public ▲ California
COUNTY OF YOLO

Wanda L Skellichock

~~LAURENCE P. HENIGAN, COUNTY CLERK~~
NOTARY PUBLIC

GUARANTEE

68 28391

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65959-A Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

DARRELL L. MERWIN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 5, 1972 at 5:00 p.m. , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

By R H Merton President

By [illegible] Secretary

Addition to Reserve #97

CLTA GUARANTEE FACE PAGE—1987

"Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 65959-A Effective Date: May 5, 1972 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

Title Vests: As to Lot 3: Darrell L. Merwin, also known as D. L. Merwin
As to Lot 4: D. L. Merwin

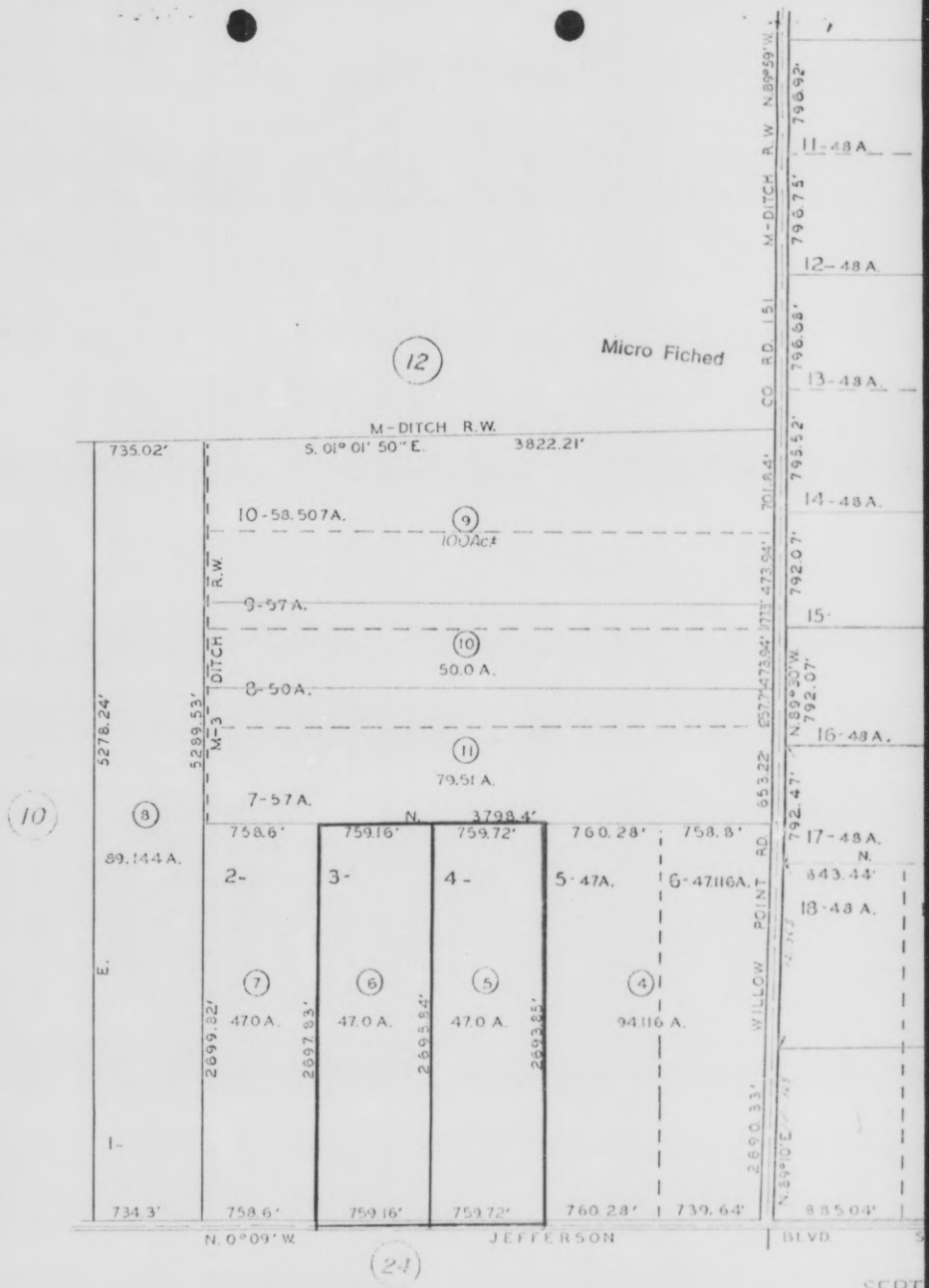
The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Lots 3 and 4 of Holland Land Co. Subdivision No. 5, which map was filed in the office of the County Recorder of Yolo County, on January 19, 1921, in Map Book 3, at page 36, Yolo County Records. Containing 94 acres.

Micro Fiched

Note: This property search guarantee is limited to the above described property, which is Assessor's Parcel Nos. ~~016-150-05~~ and 016-150-06 for the tax year 1971-72. 44-110-03 44-110-04


12
Micro Fiched
M-DITCH R.W.
S. 01° 01' 50" E.
3822.21'
735.02'
10-58.507A.
9
100Ac±
9-57A.
10
50.0A.
8-50A.
11
79.51A.
7-57A.
5278.24'
5289.53'
M-3 DITCH R.W.
8
89.144A.
E.
1-
734.3'
2699.82'
2697.83'
2695.84'
2693.85'
758.6'
759.16'
759.72'
760.28'
758.8'
N. 3798.4'
2-
3-
4-
5-47A.
6-47.116A.
7
47.0A.
6
47.0A.
5
47.0A.
4
94.116A.
758.6'
759.16'
759.72'
760.28'
739.64'
N. 0° 09' W.
JEFFERSON
BLVD.
24
10
M-DITCH R.W. N.89°59'W.
CO. RD. 151
701.84'
673.84'
653.22'
2690.33'
N.89°10'E.
WILLOW POINT RD.
N.89°30'W.
792.07'
792.47'
N.
843.44'
885.04'
796.92'
796.75'
796.68'
795.52'
792.07'
11-48A.
12-48A.
13-48A.
14-48A.
15
16-48A.
17-48A.
18-48A.

SEPT

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. KOOPMAN
Deputy

AGREEMENT NO. 22-262

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 19 72, by and between Darrell T. Milem
Rt 1 Box 105 Clarksburg, Calif.
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 97 by the County by Resolution No. 22-173, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Dudley Stephens
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Daniel S. Mein

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 22, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
Deputy

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this May 18, 1972, before me the undersigned ~~County~~ Notary Public of the County of Yolo, personally appeared DARRELL MCRWIN, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 8th day of May, 1972.

WANDA L. SKELICHOCK
Notary Public ▲ California
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 8, 1975

Wanda L. Skelichock

~~LAURENCE P. HENIGAN, COUNTY CLERK~~
NOTARY PUBLIC

GUARANTEE

68 28392

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65959-B Liability $130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

DARRELL L. MERWIN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 5, 1972 at 5:00 p.m. , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By R. H. Morton President

Vice President

By John W. Jessup Secretary

Addition to Reserve # 97

CLTA GUARANTEE FACE PAGE—1967

"Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 65959-B Effective Date: May 5, 1972 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

Title Vests: As to Parcel 1: Darrell L. Merwin, a married man.
As to Parcels 2 and 3: Darrell L. Merwin

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of CAlifornia, described as follows:

PARCEL 1:

Micro Fiched

Beginning at the Southeast corner of Lot 22, Hdland Land Company Subdivision No. 4, as said Lot is delineated and so designated on that certain map entitled "Holland Land Co. Subdivision No. 4, YOlo County, California", which mapwas filed in the office of the Recorder of Yolo County, February 17, 1921, in Book 3 of Maps, at page 43; thence along the Southerly line of said Lot 22, North 88° 38' 12" West 1115.36 feet to the Southwest corner thereof; thence along the West line of saidLot 22, North 1447.69 feet, thence leaving said West line East 1105.39 feet to the Easterly line of said Lot 22; thence along said Easterly line South 0° 22' 32" East, 1,474.33 feet to the point of beginning.

EXCEPTING AND RESERVING from all of the above-described parcel of real property for the duration of their respective natural lives, all rights in and to all oil, gas, mineral, or other hydrocarbon substances together with the right to receive rentals or royalties that may or might be received from said mineral rights during the respective lifetimes of Merrill J. Brunk and Hilda L. Brunk, his wife, as reserved in Deed recorded July 31, 1969, in Book 917 of Official Records, at page 410.

PARCEL 2:

Lots Nos. Twenty (20) and (21) Twenty-one, as said Lots are delineated and so designated on that certain map entitled "Holland Land Co. Subdivision No. 4, Yolo County, California", which said Map was recorded in the office of the County Recorder of said Yolo County, California, on February 17, 1921, in Map Book No. 3 page 43, Yolo County Records. Containing 80.626 acres of land.

EXCEPTING THEREFROM the following:

Beginning at a point on the East line of Lot 20 of said Subdivision; East line of Lot 20 being in the center line of Jefferson Boulevard, and located North 764

continued

#65959-B Continued

feet from the intersection of Jefferson Boulevard and Caffney Road; thence from said point of beginning, North along center line of Jefferson Boulevard 212 feet to a point; thence West and parallel to the South line of said Lot 20, 335 feet to a point; thence South parallel to the center line of Jefferson Boulevard, 212 feet; thence East 335 feet to the point of beginning.

PARCEL 3:

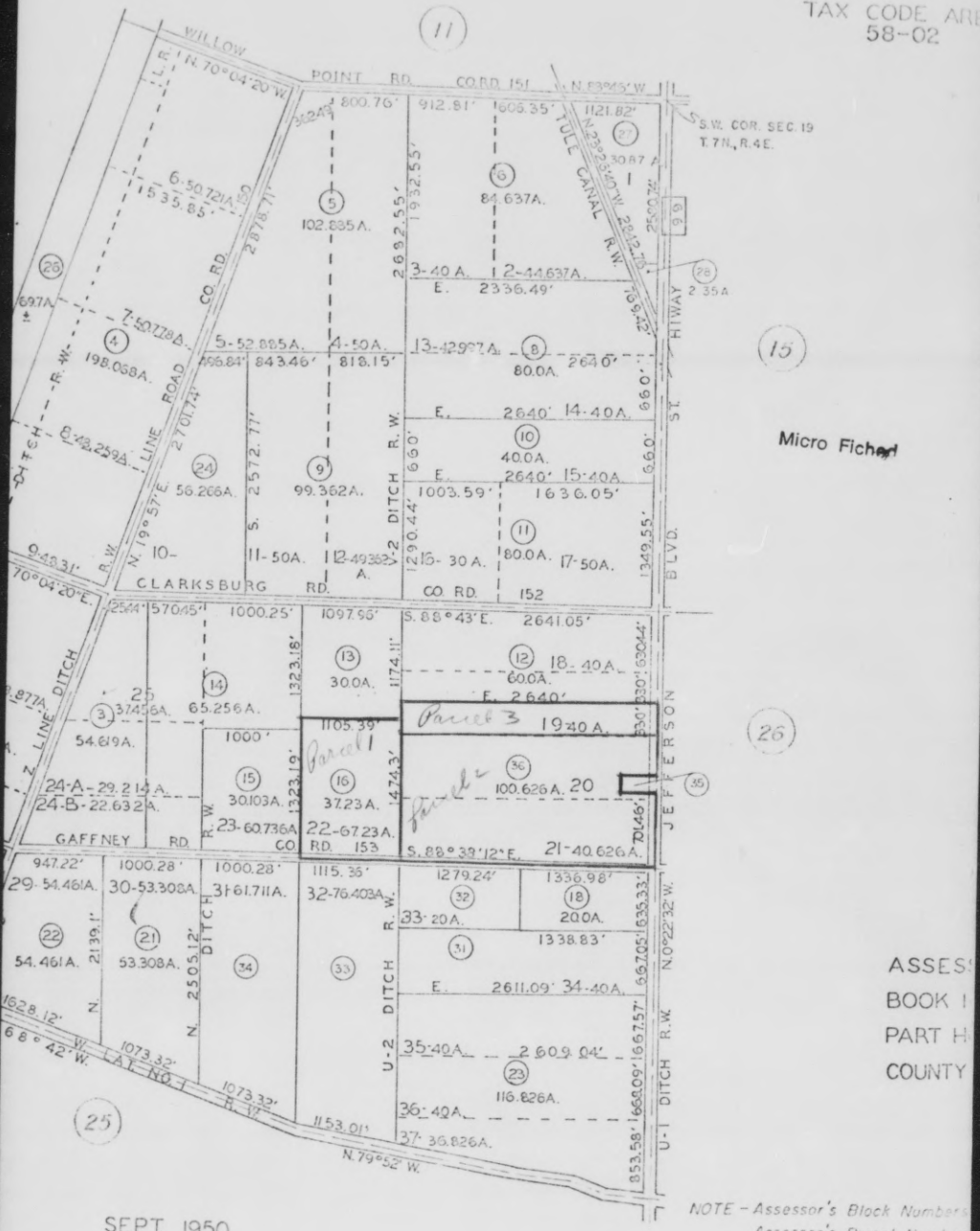
Beginning at the Northeast corner of said Lot No. Twenty (20) of said Subdivision No. 4 and running along the Easterly line of said Lot No. Nineteen (19) North 0° 22' 32" West 330.0 feet; thence leaving said Easterly line West 2640.0 feet to the Westerly line of said Lot No. Nineteen (19); thence along said Westerly line South 0° 22' 32" East 330.0 feet to the Southwest corner thereof, thence along the South line of said Lot No. Nineteen (19) East 2640.0 feet to the point of beginning.

Containing Twenty (20) acres and being portion of Lot No. Nineteen (19), as said Lot is delineated and so designated on that certain Map Entitled "Holland Land Co. Subdivision No. 4, Yolo County, California" which said Map was recorded in the office of the County Recorder of said Yolo County, California, on February 17, 1921, in Map Book No. 3, at page 43, Yolo County Records.

Micro Fiched

Note: This Property Search Guarantee is limited to the above described property which is Assessor's Parcel Nos. ~~016-240-16~~ and ~~016-240-36~~ for the tax year 1971-72

43-190-17 43-190-19


TAX CODE ARE
58-02
WILLOW
POINT RD.
CO RD 151
N. 70°04'20" W.
N. 83°45' W.
S.W. COR. SEC. 19
T.7N., R.4E.
TULE CANAL R.W.
HIWAY
ST.
BLVD.
JEFFERSON
CLARKSBURG RD.
CO RD. 152
GAFFNEY RD.
CO RD. 153
LAT. NO. 1
U-1 DITCH R.W.
U-2 DITCH R.W.
DITCH R.W.
CO. RD.
LINE ROAD
Micro Fiched
Parcel 1
Parcel 2
Parcel 3
S. 88°43' E. 2641.05'
S. 88°39'12" E.
N. 79°52' W.
N. 0°22'32" W.
N. 68°42' W.
198.058A.
102.835A.
84.637A.
99.362A.
56.266A.
80.0A.
40.0A.
30.0A.
60.0A.
100.626A.
116.826A.
SEPT. 1950
NOTE - Assessor's Block Numbers
Assessor's Parcel Number
ASSES
BOOK
PART H
COUNTY

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 22-263

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 19 72, by and between Edith & Boggs Rt. 2, Box 143 Woodland, Calif. 95695 Brian R. Boggs

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 3 by the County by Resolution No. 22-123, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

Betty L. Randolph

OWNER(S)

Edith G. Boggs

Brian R. Boggs

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 22, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this 16th day of May, 1972, before me the undersigned ~~County Clerk of the County of Yolo~~, personally appeared Edith G. Boggs and Brian R. Boggs, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 16th day of May, 1972.

Betty L. Randolph
~~LAURENCE P. HENIGAN, COUNTY CLERK~~
Betty L. Randolph

(Rev. 4-71)

CLTA Guarantee
(2-1-68)

AGRICULTURAL PRESERVE REPORT

FEE FOR GUARANTEE $ 40.00 LIABILITY $100.00 ORDER No 36330

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

GUARANTEES

Micro Fiched

BRIAN R. BOYD

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated April 28, 1972 at 7:00 o'clock A.M.

TRANSAMERICA TITLE INSURANCE COMPANY

by N. B. SINGH — Assistant Secretary for the Company

N B Singh

Addition to Preserve # 3
"Exhibit A"

Form No. 154

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the First Monday of March, 1972, the following described real property is vested in:

EDITH G. BOGGS AND BRIAN R. BOGGS,

AS JOINT TENANTS

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Southwest Quarter of Southeast Quarter of Section 19, Township 11 North, Range 2 East, M.D.B.&M.

ASSESSOR'S PARCEL NO. 19-531-25 CODE AREA 87-026

Micro Fiched

Transamerica Title Insurance Co

DIVISIONS

California Division
1330 Broadway
Oakland, California 94612
(415) 835-4070

•

Northwest Division
720 Second Avenue
Seattle, Washington 98104
(206) 622-6128

•

Southwest Division
114 West Adams Street
Phoenix, Arizona 85003
(602) 262-0511

•

Midwest Division
1720 California Street
Denver, Colorado 80202
(303) 534-9066

•

Michigan Operations
320 Ottawa Avenue, N.W.
Grand Rapids, Michigan 49502
(616) 454-9301

•

Nevada Operations
437 South Sierra Street
Reno, Nevada 87501
(702) 786-1871

Form No. 1441

Guarantee

Issued by

Transamerica Title Insurance Co

A Service of Transamerica Corporation

Micro Filmed

Transamerica Title Insurance Co

EXECUTIVE OFFICE
1330 Broadway, Oakland
835-4070

•

Alameda County
1525 Webster Street, Oakland
836-4772

•

Contra Costa County
1322 North Main Street, Walnut Creek
935-8050

•

Fresno County
1004 North Van Ness Avenue, Fresno
266-0461

•

Kern County
1100 Chester Avenue, Bakersfield
327-3061

•

Los Angeles County
Third and La Cienega, Los Angeles
937-3800

•

Orange County
830 North Main Street, Santa Ana
547-9571

•

Sacramento County
1424 - 21st Street, Sacramento
444-6323

•

San Diego County
State and A Streets, San Diego
239-8181

•

San Francisco County
214 Van Ness Avenue, San Francisco
863-3080

•

San Mateo County
802 Brewster Avenue, Redwood City
369-4121

•

Santa Clara County
151 West Santa Clara Street, San Jose
298-4242

•

Yolo County
519 Main Street, Woodland
662-5439

●

NEVADA OPERATIONS
437 South Sierra Street, Reno
786-1871

●

ASSOCIATED COMPANIES

•

El Dorado County
SILVERADO TITLE COMPANY
3368 Lake Tahoe Boulevard
Tahoe Savings Building
(Box 1296) South Lake Tahoe

•

Marin County
MARIN TITLE GUARANTY COMPANY
1300 Fourth Street, San Rafael

•

Shasta County
SUPERIOR CALIFORNIA TITLE & ESCROW COMPANY
1309 Court Street, Redding

•

Sonoma County
REDWOOD EMPIRE TITLE COMPANY
2995 Cleveland Avenue, Santa Rosa

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. ROGERS Deputy

AGREEMENT NO. 72-264

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 19 72, by and between CONSTANTIN BOUKAS and ELIZABETH C. BOUKAS c/o RODEGERDTS, MEANS, NORTHUP & ESTEY P. O. Box 610, Woodland, Ca. 95695 (mailing address) hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 41 by the County by Resolution No. 72-123, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Dudley S. Stephens
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Elizabeth C. Bowkes

Constantin Bowkes

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 22, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Bolgen

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this May 17, 1972, before me the undersigned Notary Public of the County of Yolo, personally appeared CONSTANTIN BOUKAS and ELIZABETH BOUKAS, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 17th day of May, 1972.

WANDA L. SKELLCHOCK
Notary Public
COUNTY OF YOLO
BY COMMISSION EXPIRES SEPTEMBER 2, 1973

Wanda L. Skellchock
NOTARY PUBLIC

GUARANTEE

68 28394

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65813 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Rodegerdts, Means, Northup & Estey,
Attorneys at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Micro Fiched

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 7, 1972 at 5:00 p.m. , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

By R H Morton President

By [illegible] Secretary

Addition to Preserve # 41

CLTA GUARANTEE FACE PAGE—1967

"Exhibit 19"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 65813 Effective Date: May 7, 1972, at 5:00 p. m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

Title Vests: Constantin Boukas and Elizabeth C. Boukas, husband and wife, as Joint Tenants.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Micro Fiched

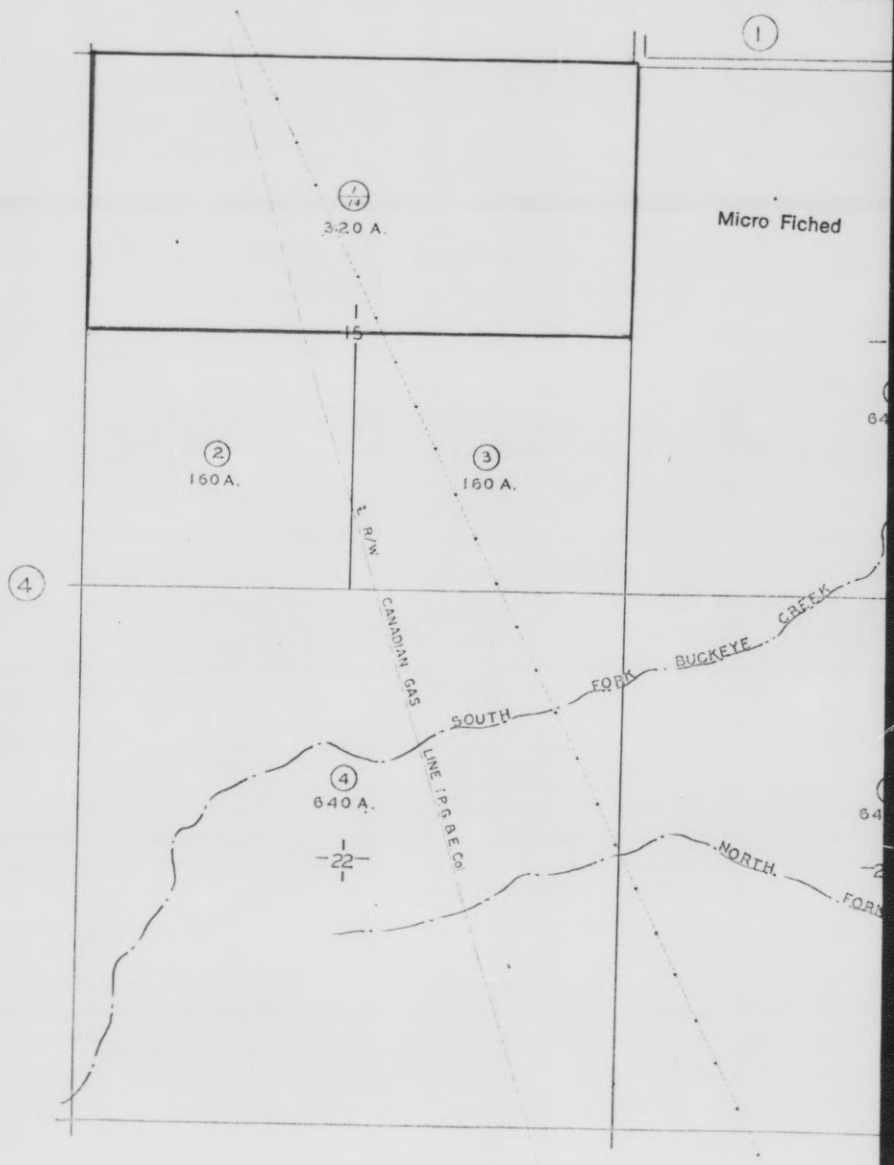
The North one-half of Section 15, Township 12 North, Range 2 West, M. D. B. & M.

EXCEPTING AND RESERVING to grantors, as their interests now appear of record, all mineral rights (including all leases of mineral rights) for a period of 20 years from the date of recording of this deed as contained in deed from M. T. Emmert and Louise Anna Emmert, his wife, and Varina Emmert Hamm, dealing with her separate property, to Wilbur D. May, dated July 3, 1956 and recorded July 9, 1956, Recorder's File No. 5664, in Book 489 of Official Records, at page 503.

Grantors specifically covenant that, if at any time after said 20 year period oil or gas is not being produced from said property, all mineral rights (including all leases of mineral rights) shall revert to grantee, his successors and assigns.

Note: The Yolo County Assessor designates the herein described property on their 1971-72 Assessment Roll as Assessor's Parcel No. 18-050-01, Code Area 62-028.

NOTE: This Guarantee is limited to the above described property.


T. 12 N. R. 2 W. M.D.B.&M.
1
1/14
320 A.
Micro Fiched
1
15
2
160 A.
3
160 A.
4
R/W
CANADIAN GAS
LINE (P.G.B.E.Co.)
SOUTH
FORK
BUCKEYE
CREEK
4
640 A.
1
22
1
NORTH
FORK

WR.1

FILED

FEB 27 1973

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

AGREEMENT NO. 72-265

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 19 72, by and between

A.W. Hays
6 Joyce Drive
Woodland, Calif. 95695
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 90 by the County by Resolution No. 72-123, which was filed in the Office of the County Recorder of Yolo County on _____, 19__, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 27, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared I. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A Rodgers
Deputy

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this 25th of May, 1972, before me the undersigned ~~County Clerk of the County of Yolo~~, personally appeared A. W. Hays, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 25th day of May, 1972.

VIRGINIA M. CAMERON
Notary Public - California
COUNTY OF YOLO
MY COMMISSION EXPIRES NOVEMBER 27, 1973

Virginia M Cameron

~~LAURENCE P. HENIGAN, COUNTY CLERK~~

GUARANTEE

68 28399

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65885 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

A. W. HAYS

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 12, 1972 at 5:00 p.m. , in the County of Yolo, State of California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R.H. Morton President

By J.W. Secretary

Addition to Reserve #20

CLTA GUARANTEE FACE PAGE—1967

"Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 65885 Effective Date: May 12, 1972 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Assessor's Office, County, California, and the indices of the County Recorder of said County subsequent to March1, 1971 , with respect to the name(s) of

Title Vests: A. W. Hays

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

" SEE EXHIBIT "A" ATTACHED"

Micro Fiched

NOTE: The YOlo County Assessor designates the herein described property on their 1971-72 Assessment Roll as Assessor's Parcel No. 27-131-02, Code Area 87-013.

NOTE: This Guarantee is limited to the above described property.

" EXHIBIT A"

The land referred to in this report is situated in the State of California, County of Yolo and is described as follows:

That portion of Yolo County Swamp and Overflow Land Surveys #447 and 448, described as follows:

Beginning at a point on the right or Westerly bank of the Sacramento River near the division line common to Swamp Land Survey #447 and Swamp Land Survey #448 Yolo County Records, and which point of beginning is further described as being located South 84° 17' East 191 feet, more orless, from an iron pipe set in the fence line which marks the Westerly boundary of the County Road located along the Westerly base of the River Levee through Reclamation District #1600 and running from said point of beginning up stream following the meanderings of the Sacramento River Northerly 2050 feet, more or less, to a point on the division line common to Swamp Land Survey #448 and Swamp Land Survey #449; thence leaving the Sacramento River and running North 76° 19' West 191 feet; more or less, to an iron pipe located on the division line between said Swamp Land Survey #448 and Swamp Land Survey #449 and in the fence line which marks the Westerly boundary of the aforesaid County Road; thence along said division line North 76° 19' West 2431.93 feet to an old iron pipe set to designate the Southwest corner of Swamp Land Survey #449, and which point is further described as being located upon the Easterly boundary of the Easement for back levee of Reclamation District #1600; thence continuing North 76° 19' West 125.45 feet to a point on the center line of the back levee of Reclamation District #1600; thence continuing North 76° 19' West 276 feet to a point on the Westerly boundary of said easement for back levee of Reclamation District #1600; thence continuing North 76° 19' West 92.89 feet, making 3117.27 feet in all to an iron pipe set to designate the Northwest corner of Swamp Land Survey #448; thence along the division line common to Swamp Land Survey # 448 and Swamp Land Survey #1105, South 0° 31' West 298.83 feet to a point on the Westerly boundary of the easement for back levee of Reclamation District #1600; thence continuing South 0° 31' West 1063.7 feet to an iron pipe located on the division line common to Swamp Land Survey #448 and Swamp Land Survey #1105, where the same is intersected by a division line common to the property of Hauser and Hauser on the South, and Hershey, et al., on the North; thence continuing South 0° 31' West 235.35 feet to a point on the Easterly boundary of the easement for back levee of Reclamation District #1600; thence continuing South 0° 31' West 469.9 feet, making 2067.78 feet in all to an iron pipe located on the Westerly boundary of Swamp Land Survey #448; thence South 89° 45-1/2' West 88.50 feet to a point on the Easterly boundary of the Easement for back levee of Reclamation District #1600; thence continuing South 89° 45-1/2' West 402.4 feet to a point on the Westerly boundary of the easement for back levee of Reclamation District #1600; thence continuing South 89° 45-1/2' West 7558.6 feet, making 8049.5 feet in all, to an iron pipe set to designate the Northwest corner of Swamp Land Survey #447; thence South 0° 08-1/2' West, along the Westerly boundary of said Swamp Land Survey #447, 1310.1 feet to a point; thence South 89° 47' East 7632.6 feet to a point on the Westerly boundary of the easement of Reclamation District #1600 for back levee; thence continuing South 89° 47' East 401.75 feet to a point on the Easterly boundary of said easement; thence following said Easterly boundary of said easement North 5° 08' West 859.31 feet to a point; thence on a curve to the right whose radius is 2739.93 feet, a distance of 135.9 feet to a point; thence leaving said Easterly boundary of said easement, South 84° 17' East 2528.5 feet to an iron pipe before mentioned, set in the fence line which marks the Westerly boundary of the County Road; thence continuing South 84° 17' East 191 feet, more orless, making 2719.5 feet, more or less, to the point of beginning, and containing 392.432 acres, more or less.

continued

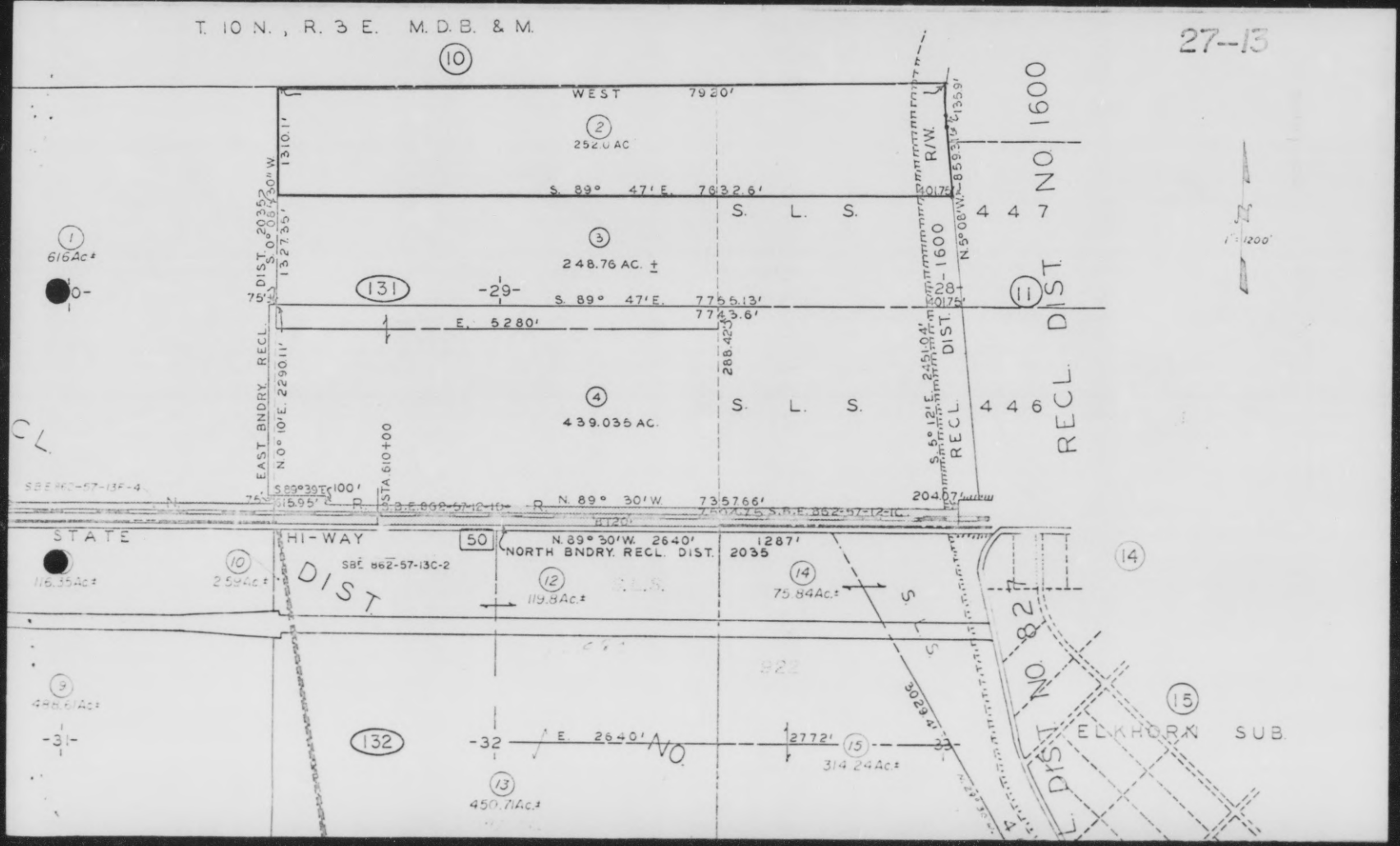
Micro Fiched

EXCEPTING THEREFROM that portiondescribed as follows:

That portion of Swamp Land Surveys 447 and 448 described as follows: Beginning at a point on the right or westerly bank of the Sacramento River near the division line common to Swamp Land Survey #447 and Swamp Land Survey #448, Yolo County Records, and which point of beginning is further described as being located S. 84° 17' E. 191 feet, more or less from an iron pipe set in the fence line which marks the Westerly boundary of the County Road located along the Westerly base of the River Levee through Reclamation District No. 1600 and running from said point of beginning up stream following the meanderings of the Sacramento River Northerly 2050 feet, more or less, to a point on the division linecommon to Swamp Land Survey No. 448 and Swamp Land Survey No. 449; thence leaving the Sacramento River and running N. 76° 19' W. 191 feet, more or less, to an iron pipe located on the division line between said Swamp Land Survey No. 448 and Swamp Land Survey No. 449, and in the fence line which marks the Westerly boundary of the aforesaid County Road; thence along said division line N. 76° 19' W. 2431.93 feet to an old iron pipe set to designate the Southwest corner of Swamp Land Survey No. 449, and which point is further described as being located upon the Easterly boundary of the Easement for back levee of Reclamation District No. 1600; thence continuing N. 76° 19' W. 125.45 feet to a point on the center line of the back levee of Reclamation District No 1600; thence continuing N. 76° 19' W. 276 feet to a point on the Westerly boundary of said easement for back levee of Reclamation District No.1600; thence continuing N. 76° 19' W. 92.89 feet, ma king 3117.27 feet in all to an iron pipe set to designate the Northwest corner of Swamp Land Survey No. 448; thence along the division line common to Swamp Land Survey No. 448 and Swamp Land Survey No. 1106, S. 0° 31' W. 298.83 feet to a point on the Westerly boundary of the easement for back levee of Reclamation District No. 1600; thence continuing S. 0° 31' W. 1063.7 feet to an iron pipe located on the division line common to Swamp Land Survey No. 448 and Swamp Land Survey No. 1106, where the same is intersected by a division line common to the property of Hauser and Hauser on the South, and Hershey, et al., on the NOrth; thence continuing S. 0° 31' W. 235.35 feet to a point on the Easterly boundary of the easement for back levee of Reclamation District No. 1600; thence continuing S. 0° 31' W. 469.9 feet, ma king 2067.78 feet in all to an iron pipe located on the Westerly boundary of Swamp Land Survey No. 448; thence S. 89° 45-1/2' W. 88.50 feet to a point on the Easterly boundary of the Easement for back levee of ReclamationDistrict No. 1600; thence Southerly along the Easterly boundary of the easement for back levee of Reclamation District No. 1600, to a point which bears N. 84° 17' W. 2719.5 feet, more or less, from the point of beginning; thence S. 84° 17' E. 2719.5 feet, more or less, to the point of beginning.

Micro Fiched

ALSO EXCEPTING THEREFROM an undivided one-half of all oil, gas and minerals and one-half of all oil, gas and mineral rights upon and under the property as reserved unto Security First National Bank of Los Angeles, a national banking association, its successors and assigns, in the deed from said Bank to Frank F. Newman and wife, dated January 4, 1944, recorded on April 20, 1944, in Book 199 of Official Records, at page 153.


T. 10 N., R. 3 E. M.D.B. & M.
27--13
10
WEST 7920'
2
252.0 AC
S. 89° 47' E. 7632.6'
1310.1'
S. 0° 06' 30" W.
1327.35'
3
248.76 AC. ±
131
-29-
S. 89° 47' E. 7755.13'
7743.6'
E. 5280'
4
439.035 AC.
N. 0° 10' E. 2290.11'
EAST BNDRY. RECL. DIST. 2035
288.42'
S. 5° 12' E. 2451.04'
S. L. S. 447
S. L. S. 446
RECL. DIST. 1600
RECL. DIST. 1600
N. 5° 08' W. 8593.1'
1359'
R/W
1
616Ac±
-30-
STA 610+00
S. 89° 39' E. 100'
N. 89° 30' W. 7357.66'
2040.07'
STATE HI-WAY
50
N. 89° 30' W. 2640'
1287'
NORTH BNDRY. RECL. DIST. 2035
SBE 862-57-13C-2
DIST
10
116.35Ac±
2.594Ac±
12
119.8Ac±
14
75.84Ac±
9
488.61Ac±
-31-
132
-32-
E. 2640'
2772'
15
314.24Ac±
13
450.71Ac±
822
DIST NO 822
ELKHORN SUB
11
14
15

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 22-266

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 19 72, by and between Ruth Castle 803 Portola Glendale Calif 91206

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 9 by the County by Resolution No. 22-123, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

x Ruth Castle

203 Portola Ave

Glendale, Calif 91206

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 22, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss.

Micro Fiched

On May 22 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared Ruth Castle known to me to be the person whose name is subscribed to the within Instrument and acknowledged that She executed the same.

WITNESS my hand
and official seal.

(Seal)

OFFICIAL SEAL
GLADYS F. WYMORE
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires Feb. 8, 1976

Gladys F. Wymore
(Notary Public's Signature)

9320
MIS 3514 3-68* 25 Individual Notarial Acknowledgment

LAURENCE P. HENIGAN, COUNTY CLERK

(Rev. 4-71)

CLTA Guarantee
(2-1-82)

SUPPLEMENTAL PRELIMINARY REPORT

FEE FOR GUARANTEE $ 40.00 LIABILITY $ 100.00 ORDER No. 30394

TRANSAMERICA TITLE INSURANCE COMPANY

a corporation, herein called the Company,

GUARANTEES

HERE WITNESS

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated May 4, 1972 at 7:30 o'clock A.M.

TRANSAMERICA TITLE INSURANCE COMPANY

N. B. Singer

by [illegible] — Assistant Secretary for the Company

Addition to Preserve # 9
" Exhibit A "

Form No. 334

CLTA Guarantee
Form No. 15 (2-14-68)

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the First Monday of March, 1972, the following described real property is vested in:

RUTH CASTLE

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property situate, lying and being in the County of Yolo, State of California, described as follows:

The East one hundred and twenty acres of the Northwest Quarter of Section Twenty Five, Township Nine North, Range One East, M. D. B. & M.

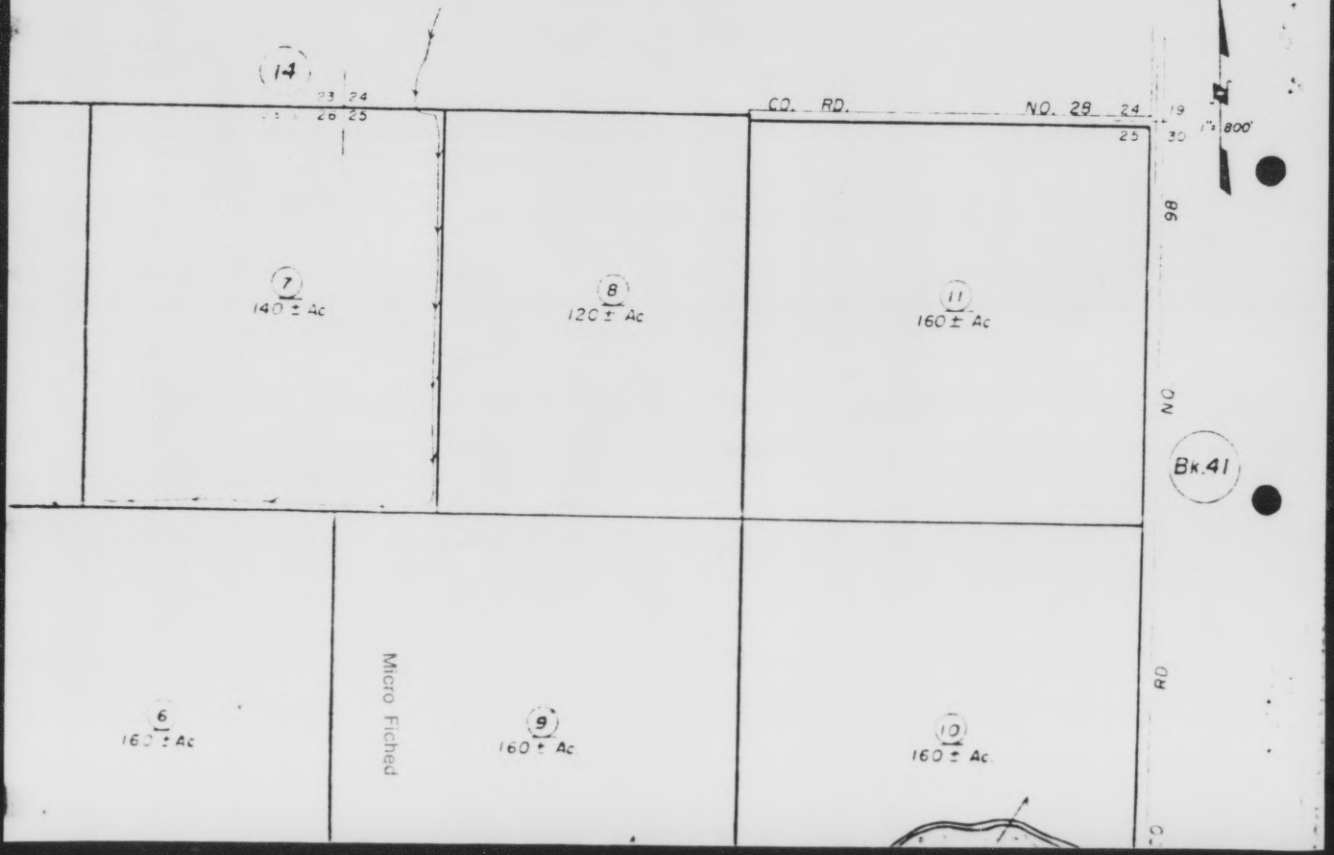
ASSESSOR'S PARCEL NO. 40-170-08

CODE AREA 87-069

Micro Fiched

SEC. 25 & 26, T. 9 N., R. 1 E., M.D.B. & M.

40-17



Micro Fiched

AGREEMENT NO. 22-262

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 19 72, by and between Faye Properties, Inc., A California corporation Star Route, Knights Landing, California 95645

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 64 by the County by Resolution No. 22-123, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Faye Properties Inc

Eyvind M Faye President

Emeline K Faye Secy-Treas

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 22, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
Deputy

STATE OF CALIFORNIA)
) ss

TO 449 C
(Corporation)

(TI)

STATE OF CALIFORNIA
COUNTY OF Yolo } SS.

Micro Fiched

On May 30, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared Eyvind M. Faye known to me to be the President, and Emiline K. Faye known to me to be Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

STAPLE HERE

WITNESS my hand and official seal.

Signature Sue Turner

Sue Turner
Name (Typed or Printed)

OFFICIAL SEAL
SUE TURNER
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires July 14, 1975

(This area for official notarial seal)

RO 9271-070

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00

Street address or other ref.
19-422-01, 19-431-04
19-432-02, 19-432-03
19-432-04

a California corporation, does hereby guarantee

Faye Properties
Star Route
Knights Landing, California 95645

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

FAYE PROPERTIES, INC., a California corporation

Deed Recorded December 7, 1962

Document No. 13151 in Book 696 of Official Records page 271

Micro Fiched

I.R.S. $ none

Record Description: All that real property situate in the County of Yolo, State of California, described as follows:

Lots 747 through 757 inclusive, Lots 760 through 770 inclusive, Lots 780 through 816, inclusive, of River Garden Farms Subdivision No. 10, according to the map thereof filed for record in the office of the County Recorder of Yolo County on November 17, 1913 in Book 3 of Maps page 6.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

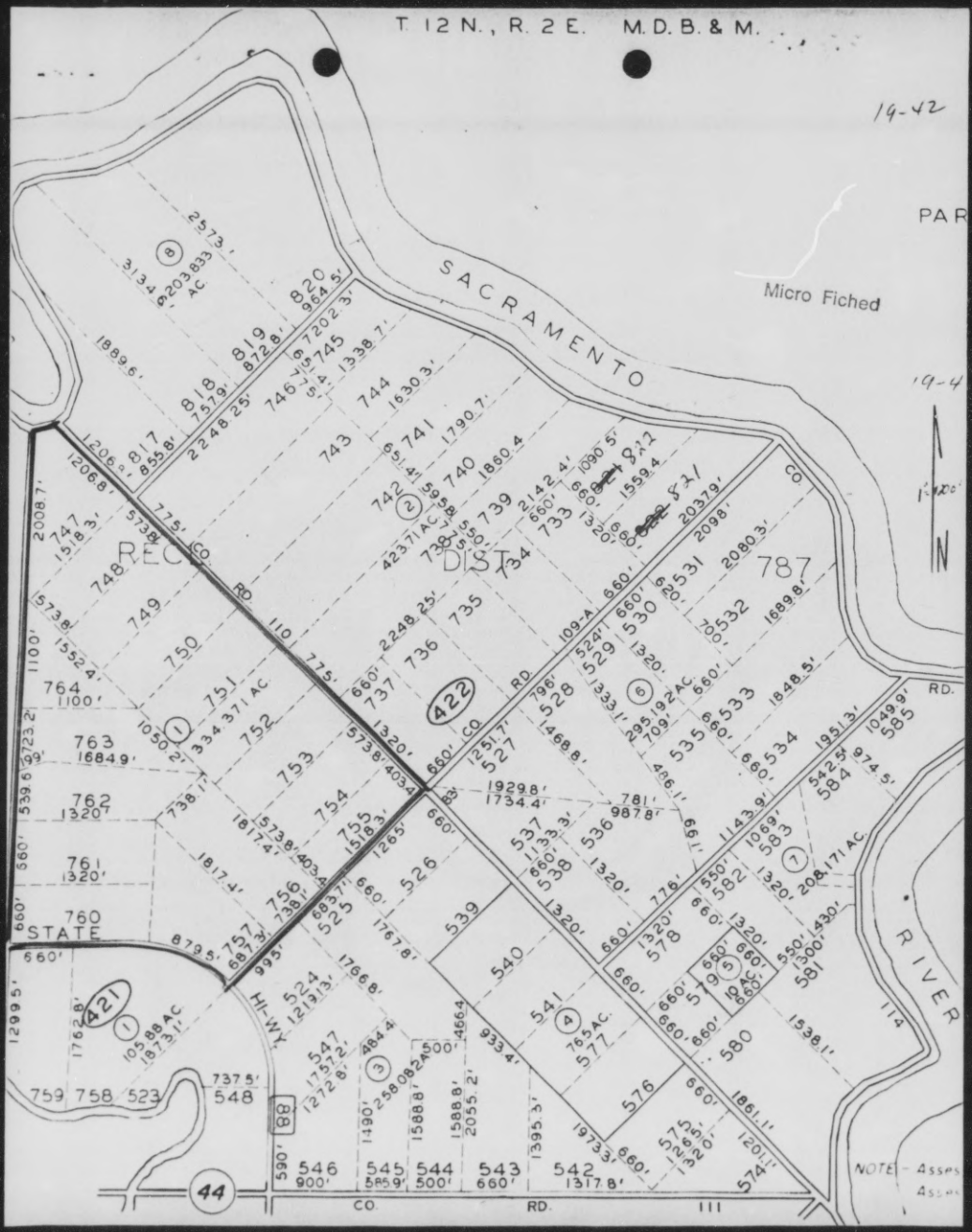
Dated as of May 8, 1972 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature]
PRESIDENT

Attest: Richard W. Boulatt
SECRETARY

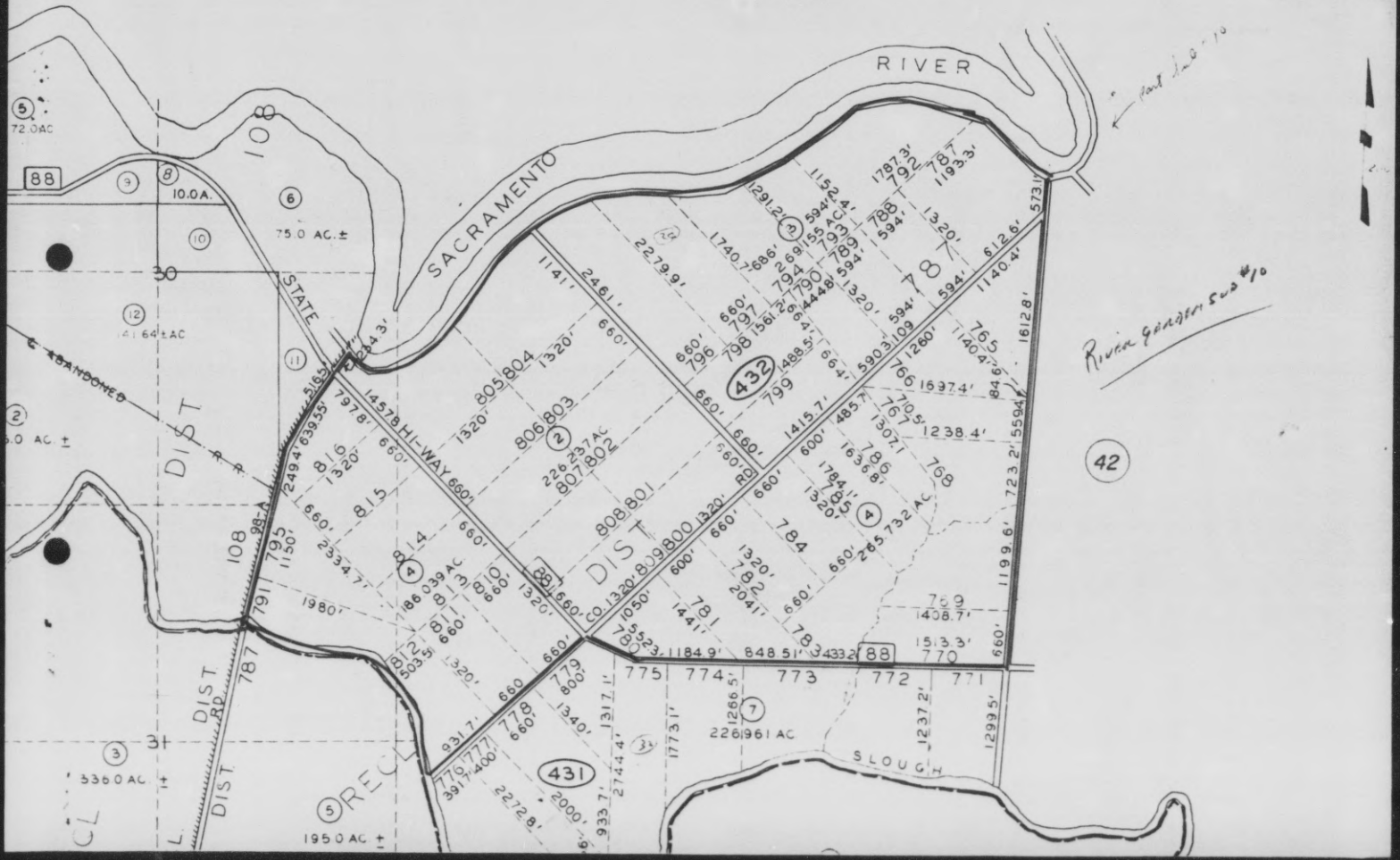
addition to Reserve # 64, "Exhibit A"


T. 12 N., R. 2 E. M.D.B.& M.
19-42
PAR
Micro Fiched
SACRAMENTO
19-4
RIVER
RD.
CO.
STATE
HI-WY.
44
111
NOTE - Assess
Assess

12N-2E

Tax Area Code
69-01,02,09,15

19-43



FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 22-268

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 19 72, by and between George B. and Clara M. Baham

Rt. 2, Box 565

Woodland, California

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 3 by the County by Resolution No. 22-129, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

George B Baham

Clara M. Baham

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 27, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Bridges
Deputy

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

TO 447 C
(Individual)

TI

STATE OF CALIFORNIA
COUNTY OF Yolo } ss.

Micro Fiched

On May 31, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared George B. Baham and Clara M. Baham

known to me to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature Sue Turner

Sue Turner
Name (Typed or Printed)

STAPLE HERE

OFFICIAL SEAL
SUE TURNER
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires July 14, 1975

(This area for official notarial seal)

(Rev. 4-71)

TO 1551 (7-68)

TI

RO 10401-046

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 25.00

Street address or other ref.
Assessor's Parcel
No. 19-541-36

a California corporation, does hereby guarantee

George B. and Clara M. Baham
Rt. 2, Box 565
Woodland, California

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

GEORGE B. BAHAM and CLARA M. BAHAM, his wife as joint tenants

Deed Recorded December 1, 1971

Micro Fiched

Document No. 15390 in Book 999 of Official Records page 172

I.R.S. $ 24.20

Record Description: All that real property situate in the County of Yolo, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of May 26, 1972 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature]
PRESIDENT

Attest: [signature]
SECRETARY

Addition to Preserve #3

EXHIBIT "A"

All that real property situate and lying in the County of Yolo, State of California, described as follows:

All that certain real property situate in the Southwest Quarter of Section 31, T. 11 N. R. 2 E. M.D.B.&M., in the County of Yolo, California, more particularly described as follows:

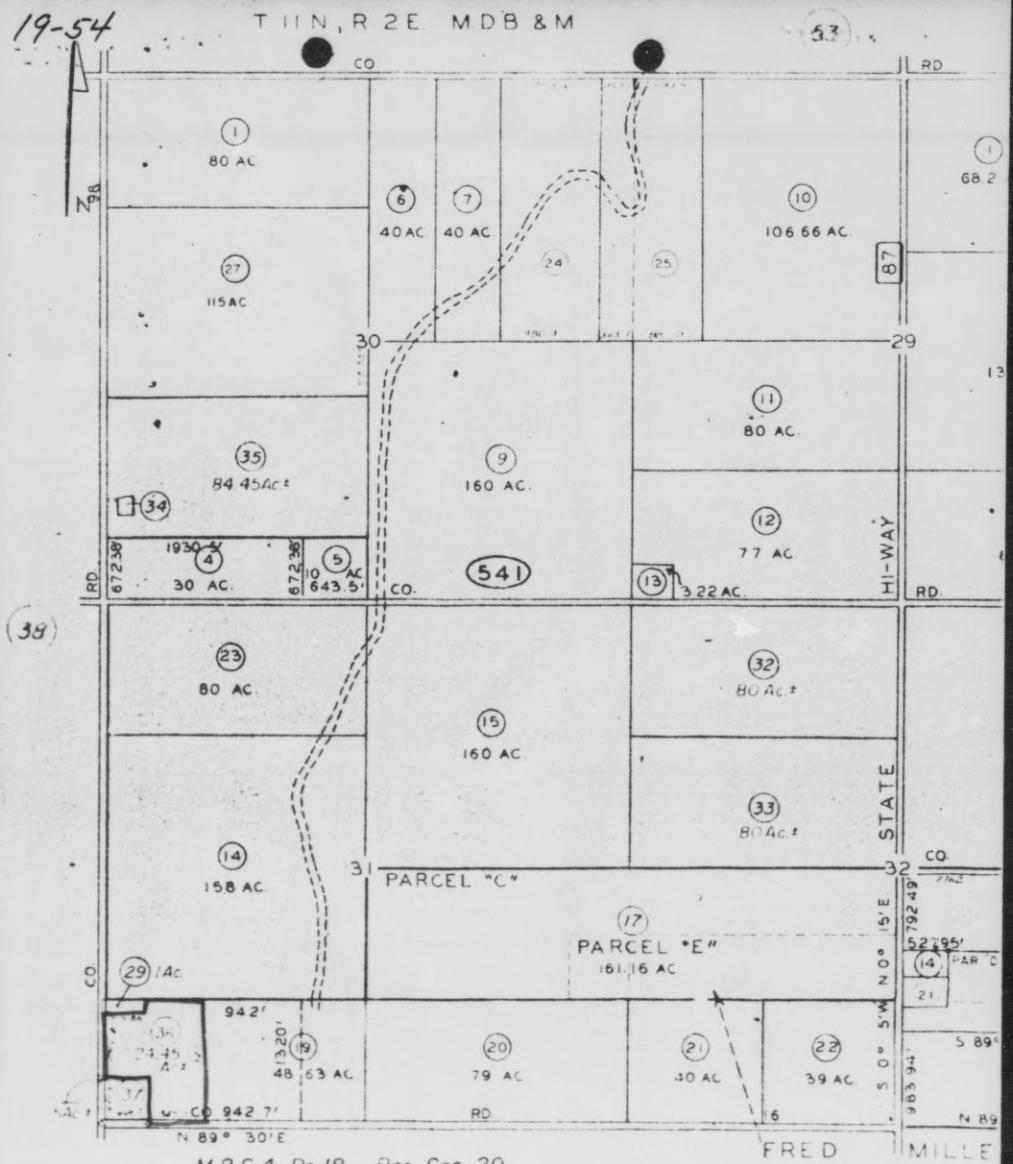
BEGINNING at the Southwest corner of the land owned by George H. Baham, said point being North 88° 24' East 1036.00 feet from the Southwest corner of said Section 31, thence from said point of beginning, also being a point on the center line of County Road 16, North 01° 49' West, 1318.50 feet along an existing old fence line; thence South 88° 24' West 621.14 feet; thence South 01° 49' East 105.00 feet; thence South 88° 24' West 414.86 feet to a point on the West line of said Section 31, also being the centerline of County Road 98; thence along said West line of Section 31, South 01° 49' East, 746.80 feet to a point that is situate North 01° 49' West 466.70 feet from the Southwest corner of said Section 31; thence leaving said West line of Section 31, North 88° 24' East 466.70 feet; thence South 01° 49' East 466.70 feet to a point on the South line of said Section 31, also being the centerline of County Road 16; thence along said South line of Section 31, North 88° 24' East 569.30 feet to the point of beginning.

EXCEPTING THEREFROM the South 20 feet thereof conveyed to Yolo County for road purposes.

ALSO EXCEPTING THEREFROM the West 30 feet thereof conveyed to Yolo County for road purposes.

Micro Fiched

19-54



M & S 4, Pg 18 - Por Sec 29

Micro Fiched

BK 27

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

AGREEMENT NO. 22-269

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 19 72, by and between

W. H. Patterson
130 Pendegast St
Woodland, Cal
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 23 by the County by Resolution No. 22-123, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 28, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA
COUNTY OF YOLO } SS

Micro Fiched

ON MAY 24th, 1972, before me, the undersigned, a Notary Public in and for said County and State, personally appeared W. H. PATTERSON

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

ELSIE HICKEY
Notary Public - California
COUNTY OF YOLO
MY COMMISSION EXPIRES AUGUST 31, 1973

Notary's Signature Elsie Hickey
ELSIE HICKEY

GENERAL ACKNOWLEDGMENT
Form No. 16

LAURENCE P. HENIGAN, COUNTY CLERK

(Rev. 4-71)

CLTA Guarantee
(2-1963)

AGRICULTURAL PRESERVE REPORT

FEE FOR GUARANTEE $ 40.00 LIABILITY $ 100.00 ORDER No. 36359

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

GUARANTEES

Micro Fiched

W. H. PATTERSON

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated May 2, 1972 at 7:00 o'clock A.M.

TRANSAMERICA TITLE INSURANCE COMPANY

by W. B. GINZEL — Assistant Secretary for the Company

Addition to Preserve #23 "Exhibit A"

Form No. 554

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indexes of the County Recorder of said County subsequent to the First Monday of March, 1972, the following described real property is vested in:

W. H. PARKERSON

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that certain real property situate, lying and being in the County of Yolo, State of California described as follows:

PARCEL ONE:

Beginning at the Northwest corner of Lot A of Arnold and Gillig's Subdivision of Part of Rancho Canada De Capay and running thence South, along an old fence line on the West boundary of said Lot A, 4814.0 feet to an iron bar; thence West 1327.50 feet to an old iron monument; thence North 11°07' West 378.0 feet; thence North 14°41' West 1190.0 feet, to a point in the centerline of Cache Creek on a point of hard rock; thence North 5°14' West 2604.0 feet up along the centerline of Cache Creek to the North boundary of said Lot A; thence North 47°32' West 955.6 feet to the point of beginning; being a part of Lot A of Arnold and Gillig's Subdivision of a part of Rancho Canada de Capay, containing 95.7 acres of land, more or less.

Micro Fiched

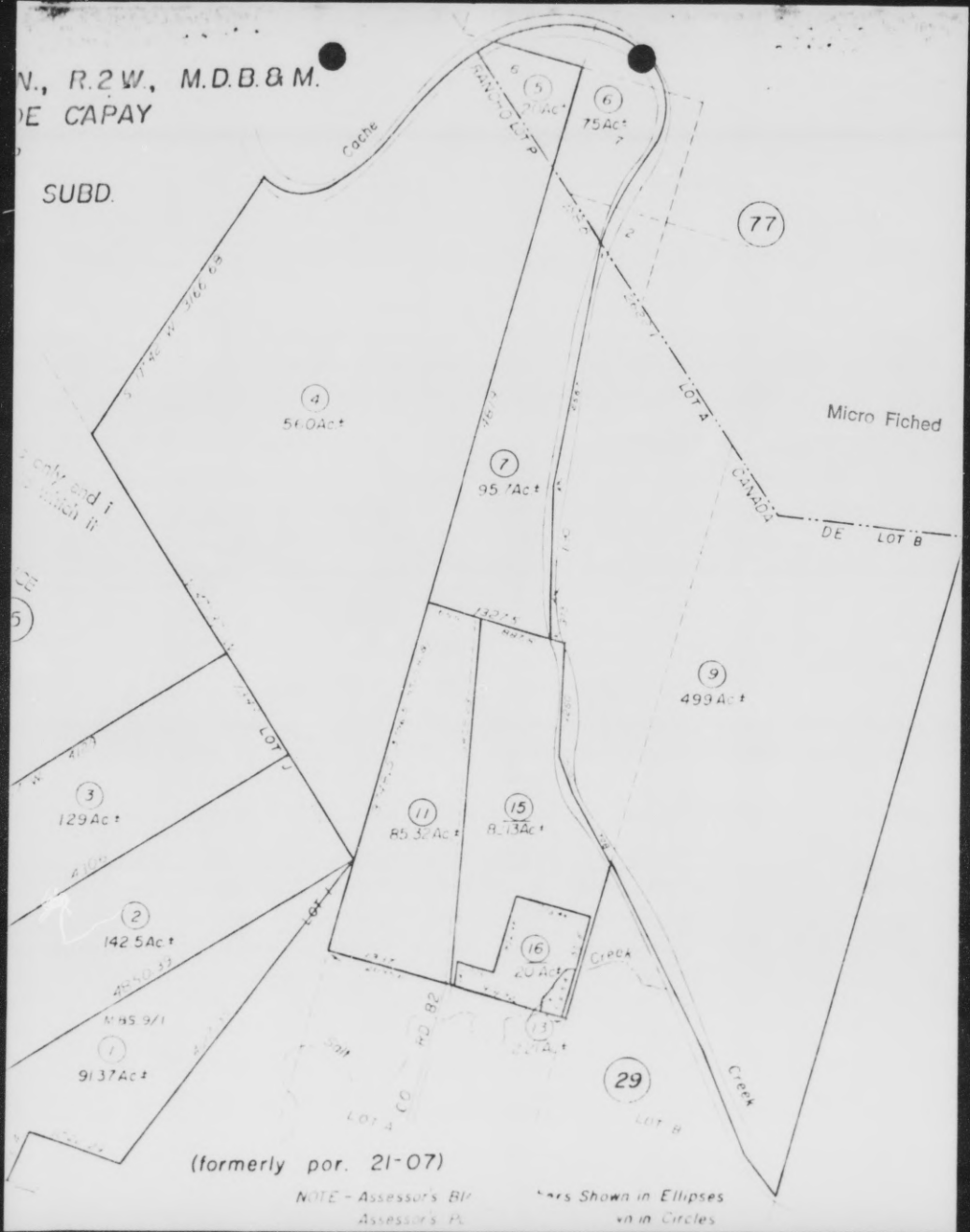
PARCEL TWO:

Lot C, Section 5, Township 10 North, Range 2 West, M. D. B. & M.

PARCEL ONE:
ASSESSOR'S PARCEL NO. 21-760-07 CODE AREA 63-039

PARCEL TWO:
ASSESSOR'S PARCEL NO. 21-760-05 CODE AREA 63-039

Form No. 311-1


N., R.2W., M.D.B.& M.
DE CAPAY
SUBD.
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4
51.0Ac±
5
6
7.5Ac±
77
LOT 4
CANADA
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49.9Ac±
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12.9Ac±
LOT 3
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9137Ac±
11
15
16
Creek
13
29
LOT 4
LOT B
(formerly por. 21-07)
NOTE - Assessor's Bl
Assessor's Pa
bers Shown in Ellipses
wn in Circles

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 72-270

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 1972, by and between Frank A. Wilcox, Irving A. Wilcox also known as Irving Alan Wilcox, Barbara W. Gray also known as Barbara Gray, and Polly A. Wilcox c/o W. F. Gray, Route 1, Box 82, Courtland, Cal. (mailing address) hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 95 by the County by Resolution No. 72-173, which was filed in the Office of the County Recorder of Yolo County on _____, 19__, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 22, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Pedigo
DEPUTY

STATE OF California

COUNTY OF Santa Clara

Micro Fiched

On this 1st day of June 1972 before me Ialeen M. Granlund, a Notary in and for the County of Santa Clara, State of California, residing therein, duly commissioned and sworn, personally appeared Nola M. Wilcox and Barbara W. Gray known to me to be the person s whose name s they subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Santa Clara the day and year in this certificate first above written.

Ialeen M. Granlund

Notary Public in and for the County of Santa Clara State of California

My Commission Expires January 3, 1975

OFFICIAL SEAL
IALEEN M. GRANLUND
NOTARY PUBLIC-CALIFORNIA
SANTA CLARA COUNTY
My Commission Expires Jan. 3, 1975

14417 B... Saratoga, Calif. 95070

(Rev. 4-71)

STATE OF CALIFORNIA,

County of Sacramento } ss.

Micro Fiched

On this 30th day of May in the year one thousand nine hundred and seventy-two

before me, Jenetta M. Allen, a Notary Public in and for the County of Sacramento, State of California, residing therein, duly commissioned and sworn, personally appeared Frank A. Wilcox

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Sacramento the day and year in this certificate first above written.

Jenetta M. Allen

Notary Public in and for the County of Sacramento State of California.

Cowdery's Form No. 34—(Acknowledgment—General) (C. C. Sec. 1189)

My Commission Expires August 22, 1975

STATE OF CALIFORNIA,

County of Sacramento } ss.

Micro Fiched

On this 30th day of May in the year one thousand nine hundred and seventy-two

before me, Jenetta M. Allen, a Notary Public in and for the County of Sacramento, State of California, residing therein, duly commissioned and sworn, personally appeared Irving A. Wilcox

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Sacramento the day and year in this certificate first above written.

Jenetta M. Allen

Notary Public in and for the County of Sacramento State of California.

Cowdery's Form No. 34—(Acknowledgment—General) (C. C. Sec. 1189)

My Commission Expires August 22, 1975

TI

RO 10401-022 A

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 10.00
Street address or other ref.

a California corporation, does hereby guarantee

Assessor's parcel No.
43-070-10

William H. Gray
Rt. 1, Box 83
Courtland, California 95615

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is Frank A. Wilcox, as to an undivided 139/500 interest; Irving A. Wilcox as to an undivided 139/500 interest; Barbara W. Gray, as to an undivided 138/500 interest; Nola M. Wilcox, a life estate in and to an undivided 84/500 interest, with remainder to Barbara W. Gray, Irving Alan Wilcox, and Frank A. Wilcox, in equal shares
Deed Recorded February 26, 1970

Document No. 2460 in Book 938 of Official Records page 64

Micro Fiched

I.R.S. $ 64.90

Record Description: All that real property situate in the County of Yolo, State of California, described as follows:

See exhibit A attached hereto

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of May 15, 1972 @ 7:30 A.M.

Title Insurance and Trust Company

by _____
PRESIDENT

Attest: _____
SECRETARY

Addition to Reserve #95

EXHIBIT "A"

DESCRIPTION

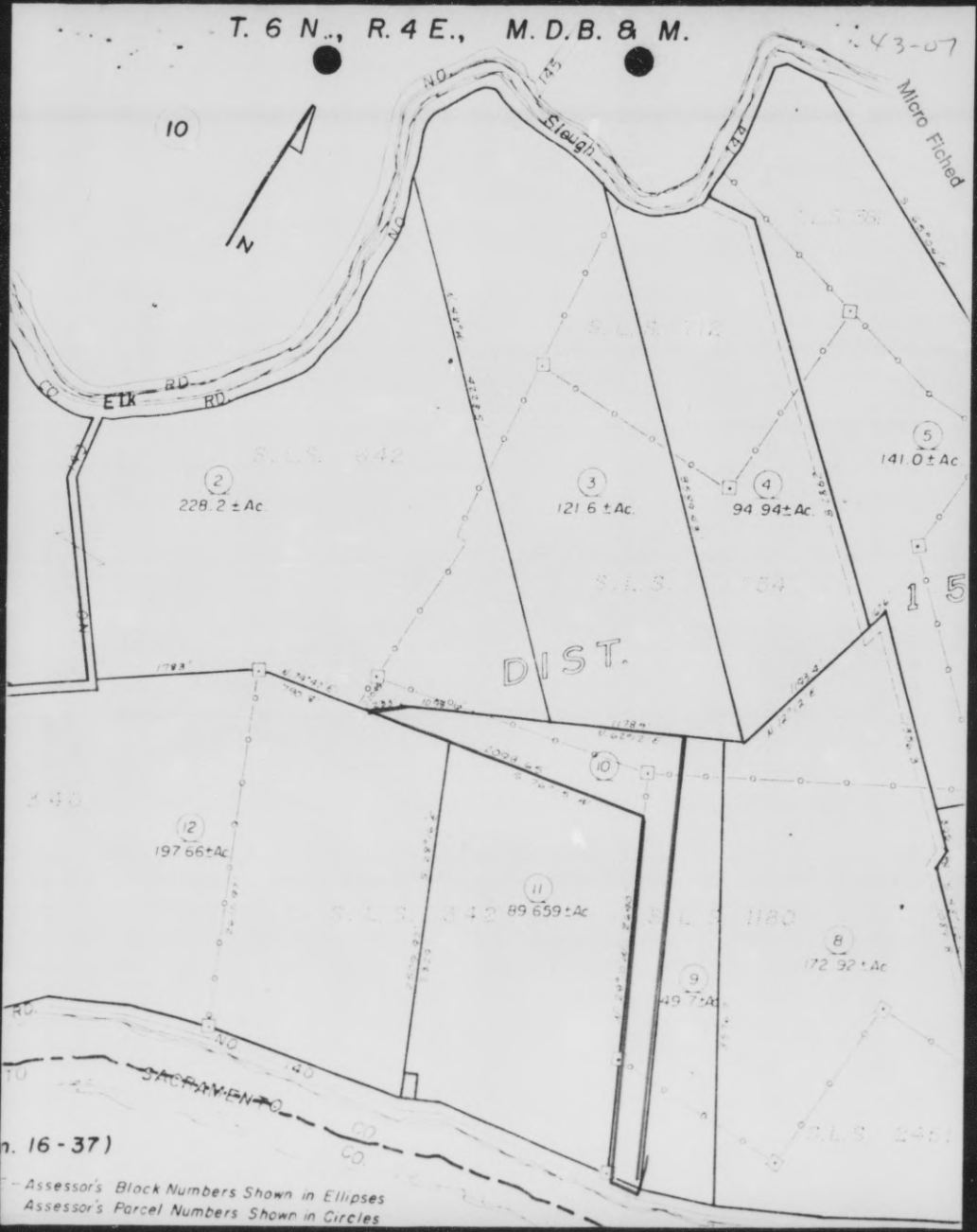
All that real property situate in the County of Yolo, State of California described as follows:

Beginning at the Northeasterly corner of Swamp Land Survey No. 342, Yolo County Surveys, Yolo County, California, the said corner being located North 76° 15' East 259.00 feet from a two inch pipe in the Northerly line of said Swamp Land Survey No. 342; and running thence South 76° 15' West 2098.65 feet to the center of a canal; thence along the centerline of said canal North 49° 37' East 220.45 feet; North 59° 38' East 1303.01 feet; North 62° 44' East 801.94 feet to a point; thence leaving the canal South 27° 41½' East 3310.00 feet to a point in the center of the highway on top of the Northerly levee of the Sacramento River; thence continuing South 27° 41½' East, 60.00 feet to the edge of the river; thence down and along the edge of the river, South 81° 33½' West 275.55 feet; thence North 28° 10' West 59.25 feet to the center of the highway; thence continuing North 28° 10' West 2611.23 feet to the point of beginning.

Excepting and Reserving 50% of the rights to all mineral, oil, gas or other hydrocarbon substances, as reserved by John Smith aka John C. Smith aka John Clifford Smith and Margaret W. Smith, by deed recorded February 26, 1970, in book 938, page 61 Official Records.

BC:pi

Micro Fiched


T. 6 N., R. 4 E., M.D.B. & M.
43-07
Micro Fiched
10
N
NO.
Slough
CO
Elk
RD.
RD.
2
228.2 ± Ac.
3
121.6 ± Ac.
4
94 94± Ac.
5
141.0 ± Ac.
15
DIST.
10
12
197.66±Ac
11
89.659±Ac
8
172.92 ± Ac
9
49.7±Ac
SACRAMENTO
CO.
n. 16-37)
– Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

TO 1551 (7-68)

RO 10401-022B

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 10.00
Street address or other ref.
Assessor's Parcel No.
43-070-11

a California corporation, does hereby guarantee

William H. Gray
Rt. 1, Box 83
Courtland, California

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is Frank A. Wilcox, as to an undivided 139/500 interest; Irving A. Wilcox, as to an undivided 139/500 interest; Barbara W. Gray as to an undivided 138/500 interest; Nola M. Wilcox as to a life estate in and to an undivided 84/500 interest with remainder to Barbara Gray, Irving Alan Wilcox and Frank A. Wilcox, in equal shares
Deed Recorded June 18, 1965

Document No. 7814 in Book 800 of Official Records page 35

I.R.S. $99.00

Record Description: All that real property situate in the County of Yolo, State of California, described asfollows:

See Exhibit "A" attached hereto

Micro Fiched

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of May 15, 1972 @ 7:30 A.M.

Title Insurance and Trust Company

by _____
PRESIDENT

Attest: _____
SECRETARY

EXHIBIT "A"

DESCRIPTION

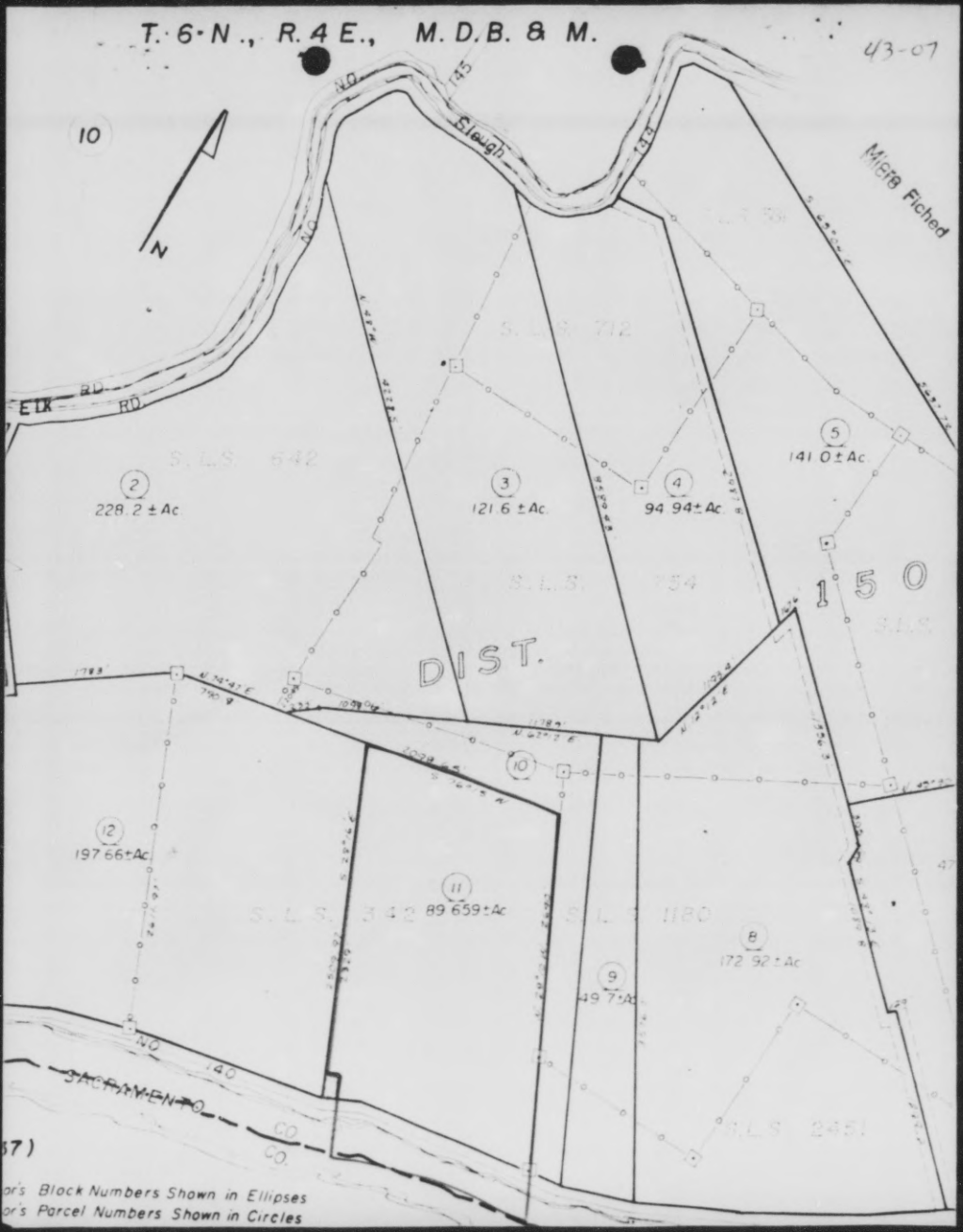
All that real property situate in the County of Yolo, State of California, described as follows:

BEGINNING at the Northeast corner of Swamp Land Survey No. 342, Yolo County Surveys, the said corner being marked by a concrete block in the center-line of a ditch bearing South 76° 15' West, and which point is further described and being located North 76° 15' East, 259 feet from a 2" I.P. located on and marking the northerly line of said Swamp Land Survey No. 342, and running thence from said point of beginning and along northerly line of said S. L. S. No. 342, South 76° 15' West, 1576.15 feet to a 1½" I.P. set in concrete; thence parallel with and 8 inches westerly from the center line of the telephone pole line of the Delta Telephone Company, South 29° 12' East, 820.26 feet to a bend in said pole line; thence continuing parallel and 8 inches westerly from centerline of said pole line, South 27° 45.8' East, 1689.69 feet to a point on the crown of the Sacramento River Levee, distant South 75° 49' West, 42.5 feet from a railroad spike drive flush in the crown of said levee, and which point is further described as being located North 75° 49' East, 14.30 feet from the line, if projected, of the easterly and last row of orchard trees, and is South 79° 01' West, 1593.27 feet from a ½ inch iron rod on the easterly line of said S. L. S. No. 342, thence continuing parallel with and 8 inches westerly from the centerline of said pole line, if projected, South 27° 45.8' East, 25.00 feet to the right or northerly bank of said Sacramento River; thence along said river bank, with its meanderings, upstream, North 77° 49.9' East, 590.66 feet, North 82° 02.1' East 394.62 feet, North 78° 25.7' East, 200.56 feet, and North 72° 29.4' East, 418.91 feet to its intersection with the easterly line of said S. L. S. No. 342; thence along said easterly line North 28° 08.1 West 2646.47 feet to the point of beginning, being fractional part of S. L. S. No. 342.

Micro Fiched

EXCEPTING THEREFROM that certain 0.123 acre parcel of land conveyed to Pacific Gas and Electric Company, a Corporation, by deed dated February 26, 1947, and recorded July 26, 1948 in Book 283, page 421 Official Records.

BC:pi


T. 6 N., R. 4 E., M. D. B. & M.
43-07
10
N
Slough
Marsh Fished
ELK RD.
RD.
S.L.S. 642
S.L.S. 712
S.L.S. 754
S.L.S. 1180
S.L.S. 2451
2
228.2 ± Ac
3
121.6 ± Ac
4
94.94 ± Ac
5
141.0 ± Ac
150
DIST.
10
11
89.659 ± Ac
12
197.66 ± Ac
8
172.92 ± Ac
9
49.7 ± Ac
SACRAMENTO
37)
or's Block Numbers Shown in Ellipses
or's Parcel Numbers Shown in Circles

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 22-271

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 19 72, by and between Eugene M. Stiles & Harriette C. Stiles
501-8th St.
Davis, Calif. 95616
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Eiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 9 by the County by Resolution No. 72-138, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Buddy Stokes
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Eugene W Stiles

Harriette C. Stiles

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 28, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rogers DEPUTY

STATE OF CALIFORNIA, } ss.
County of Yolo }

Micro Fiched

On this 2nd day of June in the year one thousand nine hundred and seventy two before me, the undersigned a Notary Public, State of California, duly commissioned and sworn, personally appeared Eugene W. Stiles and Harriette C. Stiles

known to me to be the person s whose name s are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

BEVERLY A. REYNOLDS
Notary Public - California
PRINCIPAL OFFICE IN YOLO COUNTY
My Commission Expires April 2, 1976

Beverly A Reynolds
Notary Public, State of California.

My Commission Expires

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1190a)

GUARANTEE

68 28401

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65905 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

EUGENE W. STILES

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 23, 1972 at 5:00 p.m. , in the County of Yolo, State of California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Peters Secretary

CLTA GUARANTEE FACE PAGE—1967

addition to Reserve # 9 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 65905 Effective Date: May 23, 1972 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

The herein described property vests in: Eugene W. Stiles and Harriette C. Stiles, his wife, as Joint Tenants.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Micro Fiched

All that real property in the County of Yolo, State of California, described as follows:

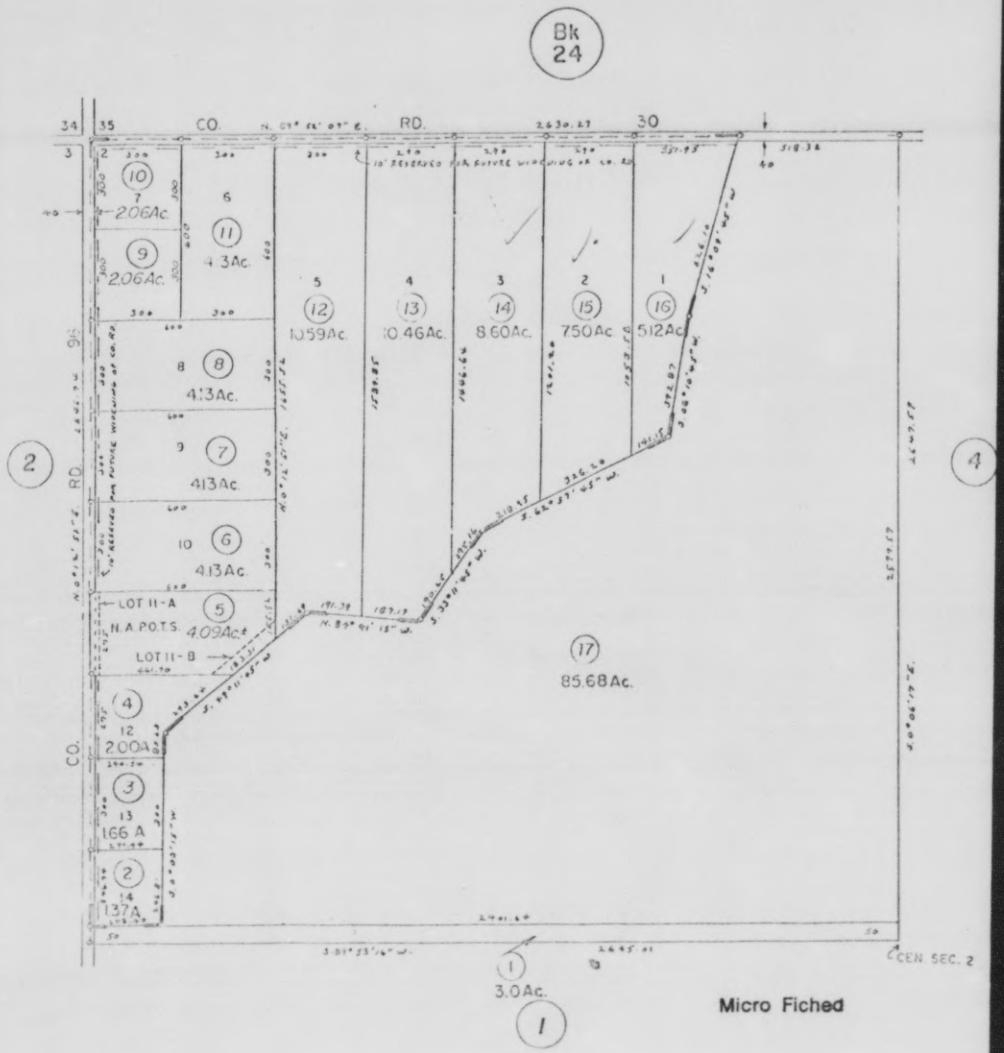
Lots 1, 2 and 3, Walnut Acres Subdivision, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on May 2, 1962, in Book 5 of Maps, at page 120.

Excepting therefrom for a period of twenty years from date all oil, gas and minerals which may be produced from said property, together with certain subsurface rights incidental thereto, but not the right to drill and/or tunnel into, under or through said property above a depth of 500 feet measured vertically from the surface, as contained in the deed from Donald M. Miller and Walter B. McHenry, both married men, dealing with their separate property, to Eugene W. Stiles and Harriette C. Stiles, his wife, as Joint Tenants, dated June 28, 1962 and recorded June 29, 1962, in Book 680 of Official Records, at page 384.

NOTE: The Yolo County Assessor designates the herein described property on their 1971-72 Assessment Roll as Assessors Parcel No. 37-030-16, 37-030-15, 37-030-14, Code Area 61-014.

NOTE: This guarantee is limited to the above described property.

SUBDIVIDED LAND & A POR. SEC. 2



Micro Fiched

R. M. Bk. 5 Pg. 120 & 121 WALNUT ACRES

NOTE —

AGREEMENT NO. 22-222

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. ROGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 1972, by and between

GENE L. KLOTZ, Rt 1, Box 119
Clarksburg, Calif 95612, hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property is located in Agricultural Preserve No. Addition to Preserve No.97, heretofore established or enlarged by the County by Resolution No. 22-123 filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at page _____), the location of which is shown on the map(s) attached to said resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a dertimination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, convenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Resolution No. 72-173, and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to the parties as follows:

OWNER

Lenore L. Klotz
Rt 1 Box 119
Clarksburg Ca. 95612

COUNTY

Chairman, Board of Supervisors
County of Yolo
Courthouse
Woodland, California 95695

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this contract the day and year first above written.

SEAL

COUNTY OF YOLO

BY Dudley Chapman

OWNER

Lenore L. Klotz

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 28, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____ J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara Lofgren Deputy

STATE OF CALIFORNIA, } ss.
County of Sacramento }

Micro Fiched

On this 30th day of May in the year one thousand nine hundred and seventy-two
before me, Anthony R. Giannoni
a Notary Public in and for the County of
Sacramento, State of California, residing therein,
duly commissioned and sworn, personally appeared Gene L. Klotz

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Sacramento the day and year in this certificate first above written.

ANTHONY R. GIANNONI
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Commission Expires Dec. 23, 1974

Anthony R. Giannoni

Notary Public in and for the County of Sacramento State of California.
My Commission Expires Dec. 23, 1974

(Acknowledgment--General)
ATTORNEYS PRINTING SUPPLY FORM NO. 6

GUARANTEE

68 28398

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65857 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

DOWNEY, BRAND, SEYMOUR & ROHWER
Attorneys at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 7, 1972 at 5:00 p.m. , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

By R H Motion President

By Glen W. Peterson Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve #97 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 65857 Effective Date: May 7, 1972 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

Title Vests: Gene L. Klotz

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Micro Fiched

PARCEL 1:

Portion of Lots 23, 24-A, 24-B and 25, as said lots are delineated and so designated on that certain map entitled "Holland Land Co. Subdivision No. 4, Yolo County, California," which said map was filed for record in the office of the County Recorder of Yolo County, California, on February 17, 1921, in Map Book No. 3, at page 43, said portions of said lots being particularly described as follows:

BEGINNING at the Northwest corner of said Lot 23; thence along the North line of said Lot, South 88° 43' East 499.99 feet; thence leaving said North line, South 1334.38 feet; thence West 499.87 feet to the west line of said Lot 23; thence along said West line of said Lot 23, South 1299.33 feet to the Southwest corner of said Lot 23; thence along the South line of Lot 24-B of said Subdivision No. 4, North 88° 38' West, 570.47 feet; thence leaving said South line of said Lot 24-B North 2644.08 feet to the North line of Lot 25 of said Subdivision No. 4; thence along the North line of said Lot 25, South 88° 43' East 570.45 feet to the point of beginning, containing 50 acres.

PARCEL 2:

A portion of Lot No. 23, Holland Land Company SubdivisionNo. 4, as said lot is delineated and so designated on that certain map filed in the office of the Recorder of Yolo County, February 17, 1921, in Book 3of Maps, at page 43, said portion being more particularly described as follows:

BEGINNING at the Northeast corner of said Lot No. 23, thence along the East line of said Lot, South 1323.18 feet; thence leaving said Lot line, West 500.13 feet; thence North 1334.38 feet to the North line of said Lot 23, said line being the Northerly line of Clarksburg Road; thence along said North line, South 88° 43' East 500.26 feet to the point of beginning, and containing 15,256 acres of land.

Note: The Yolo County Assessor designates the herein described property on their 1971-72 Assessment Roll as Assessor's Parcel No. ~~16-240-14~~. 43-190-14

Note; This Guarantee is limited to the above described property.

Micro Fiched

FILED
FEB 27 1973
LAURENCE P. HENGEL, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 72-223

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 19 72, by and between Robert G. Doty, Jack Carroll Doty, Morris Russell Doty, William David Doty, Eleanore Elizabeth Peart, James Fabian Doty, Adah Odette Sumner, and Martha Anne Kliewer

1012 - 2nd. Street, Woodland, California 95695
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 44 by the County by Resolution No. 72-123, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

William David Doty

Jack Carroll Doty

Martha Anne Klemmer

Adele Odette Swanson

Joanne Elizabeth Smart

Robert L. Doty

Marion Russell Doty

James F. Doty

Subscribed and sworn to before me this

5th day of June 1972

E. Kurt Storz Notary Public

E. KURT STORZ
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires August 31, 1973

State of California - Principal Office, Yolo County

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 28, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this 8th day of June, 19 72, before me the undersigned Notary Public of the County of Yolo, personally appeared Robert G. Doty, Jack Carroll Doty, Morris Russell Doty, William David Doty, Eleanore Elizabeth Peart, James Fabian Doty, Adah Odette Sumner, and Martha Anne Kliewer known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 8th day of June, 19 72.

E. Kurt Storz
Notary Public

E. KURT STORZ
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires August 31, 1973

RO 10401-043

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 25.00

Street address or other ref.
19-272-32
19-272-01

a California corporation, does hereby guarantee
.Robert G. Doty, et al

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is
ROBERT G. DOTY, JACK CARROLL DOTY, MORRIS RUSSELL DOTY, WILLIAM DAVID DOTY, ELEANORE ELIZABETH PEART formerly known as ELEANORE ELIZABETH CARROLL, JAMES FABIAN DOTY, ADAH ODETTE SUMNER, formerly known as ADAH ODETTE DOTY, and MARTHA ANNE KLIEWER, formerly known as MARTHA ANNE DOTY
Deed Recorded September 30, 1971

Document No. 12276

Micro Fiched

I.R.S. $ NONE

Record Description:
All that real property situate in the County of Yolo, State of California, described as follows:

The Northwest Quarter of Section 6, Township 11 North, Range 1 East, M.D.B.&M.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of April 26, 1972 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature]
PRESIDENT

Attest: [signature]
SECRETARY

additions to Reserve #44 "Exhibit A"

Micro Fiched

T. 11 N., R. 1 E. M. D. B. & M.

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 22-224

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 19 72, by and between

Robert Andreozzi
EVA Andreozzi
Rt. 1, Box 475, Esparto, Calif.
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 42 by the County by Resolution No. 22-123, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY J. Dudley Tinkham
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Robert Andreozzi

Eva Andreozzi

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 28, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers

STATE OF CALIFORNIA,
County of YOLO } ss. Micro Fiched

On this 7th day of June in the year one thousand nine hundred and seventy two before me, WANDA L. SKELLCHOCK a Notary Public, State of California, duly commissioned and sworn, personally appeared ROBERT ANDREOZZI and EVA ANDREOZZI

known to me to be the person s whose name s are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

WANDA L. SKELLCHOCK
Notary Public, State of California.
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 3, 1973

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1190a)

My Commission Expires

GUARANTEE

68 28386

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65811 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

MRS. POLETTI

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 1, 1972 at 5:00 p.m. , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By R H Morton President

Vice President

By John W. Peterson Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve #42 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 65811 Effective Date: May 1, 1972, at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1971, with respect to the name(s) of

The herein described property vests in: Robert Andreozzi and Eva Andreozzi, his wife, as Joint Tenants.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that property in the County of Yolo, State of California, described as follows:

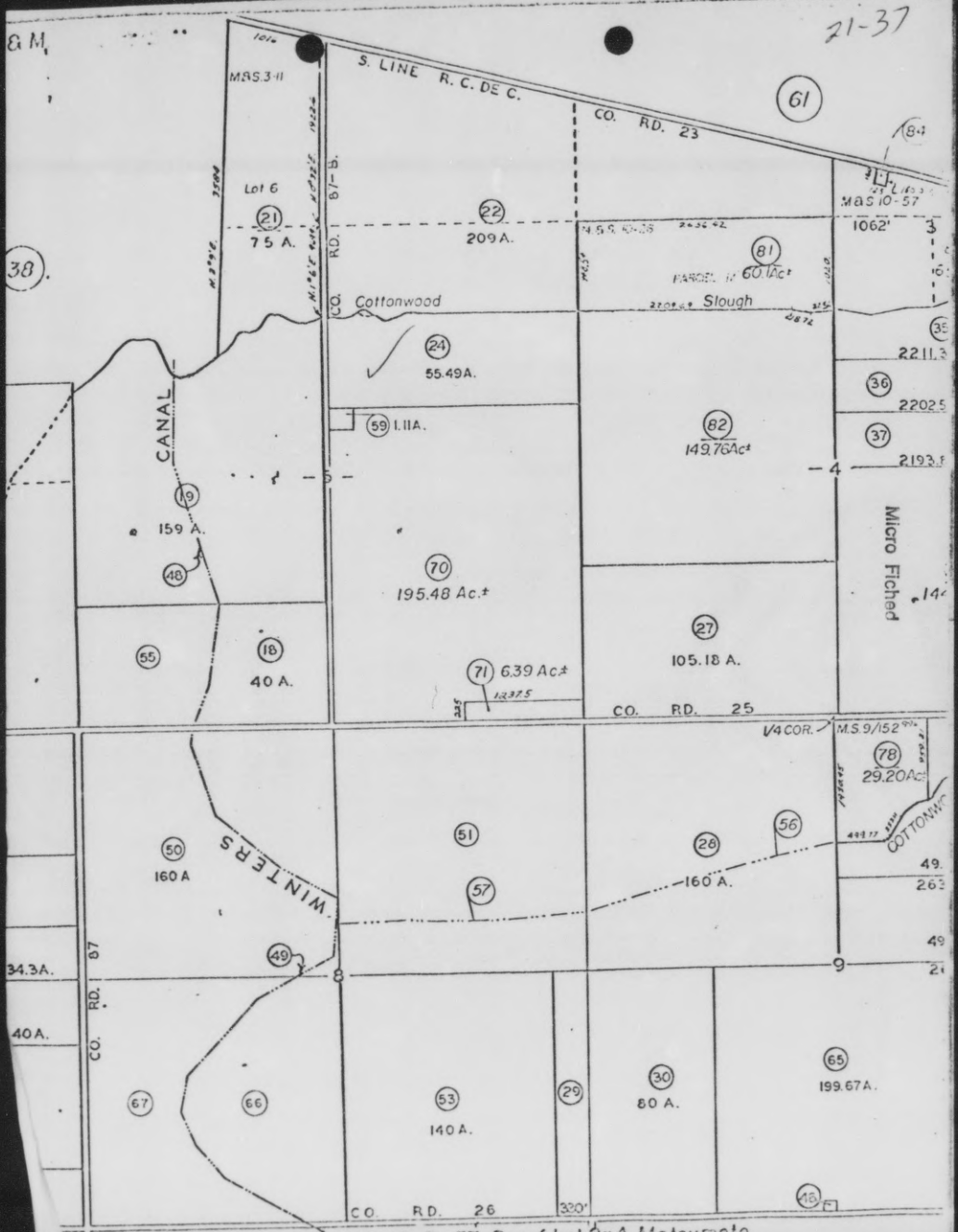
All that portion of the Northeast 1/4 of Section 5, Township 9 North, Range 1 West, M. D. B. & M., more particularly described as follows:

Micro Fiched

Beginning at a point on the West line of the Northeast Quarter of Section 5, located North 3364 feet from the quarter corner common to Sections 5 and 8, Township 9 North, Range 1 West, M. D. B. & M., thence from said point of beginning along an established fence line, North 88° 52 1/2' East, 2653.70 feet to the East line of the said Quarter Section; thence North 0° 04 1/2' West, along said Section line, 880.00 feet to the center of Cottonwood Slough; thence up and along the center of Cottonwood Slough the following courses and distances: North 89° 17 1/2' West 1001.34 feet; North 89° 37 1/2' West, 800.27 feet; South 76° 07' West 271.71 feet; North 42° 01 1/2' West, 168.00 feet; South 69° 06 1/2' West, 340.04 feet; South 88° 52 1/2' West, 85.00 feet and South 80° 47' West, 72.56 feet to the quarter section line; thence South along the Quarter Section line, 874.80 feet to the place of beginning, and containing 55.49 acres of land, more or less.

NOTE: The Yolo County Assessor designates the herein described property on their 1971-72 Assessment Roll as Assessors Parcel No. 21-370-24, Code Area 63-019.

NOTE: This guarantee is limited to the above described property.


21-37
S. LINE R. C. DE C.
CO. RD. 23
61
M&S 3-11
Lot 6
21
75 A.
22
209 A.
M.S. 10-57
1062'
81
PARCEL 1
60 Ac±
38
CO. RD. 67-B.
Cottonwood Slough
24
55.49A.
59 1.11A.
82
149.76Ac±
CANAL
19
159 A.
48
70
195.48 Ac.±
55
18
40 A.
71 6.39 Ac±
27
105.18 A.
CO. RD. 25
Micro Fiched
V4 COR.
M.S. 9/152
78
29.20Ac±
COTTONWOOD
50
160 A
WINTERS
51
57
28
160 A.
56
49
34.3A.
CO. RD. 67
40 A.
67
66
53
140 A.
29
30
80 A.
65
199.67 A.
CO. RD. 26
320'
Record of Survey
M.&S. Bk. 10, Pg. 57 - Por. of Lot 2 - A. Matsumoto

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 72-275

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 19 72, by and between David S. Shimada and May M. Shimada
2522 Temple Drive
Davis, California
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 47 by the County by Resolution No. 72-173, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY J. Dudley Stephens
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

David A. Shanks

Mary M. Shanks

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 28, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

TO 447 C
(Individual)

TI

STATE OF CALIFORNIA)
COUNTY OF Yolo) ss.

Micro Fiched

On June 2, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared David S. Shimada and May M. Shimada

known to me to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature

Robert L. Johnson
Name (Typed or Printed)

ROBERT L. JOHNSON
Notary Public - California
COUNTY OF YOLO
My Commission Expires September 28, 1975

(This area for official notarial seal)

STAPLE HERE

LAURENCE P. HENIGAN, COUNTY CLERK

TO 1551 (7-68)

RO 9271-071

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 20.00

Street address or other ref.
40-110-08

a California corporation, does hereby guarantee

David S. Shimada
2522 Temple Drive
Davis, California

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

DAVID S. SHIMADA and MAY M. SHIMADA, his wife

Deed Recorded December 21, 1971 Micro Fiched

Document No. 16299 in Book 1001 of Official Records page 147

I.R.S. $ None

Record Description: All that real property situate in the County of Yolo, State of California, described as follows:

Beginning at the Northeast corner of Tract "F" as said tract appears of record in the office of the Recorder of Yolo County, on the "Map of the Z. B. Kincheloe Estate Lands" in Maps and Surveys 4 at page 49, and extending thence along the North line of said Tract "F" South 89° West 476.09 feet; thence South 89° 34' West 1050.14 feet to the Northwest corner of said Tract "F", thence South 0° 29' East along the West line of said Tract "F" 741.10 feet to a point; thence North 89° 32' 30" East a distance of 1525.20 feet to a point on the East line of said Tract "F", thence North 0° 24' 20" West, up and along the East line of said Tract "F", a distance of 745.11 feet to the point of beginning.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of May 8, 1972 @ 7:30 A.M.

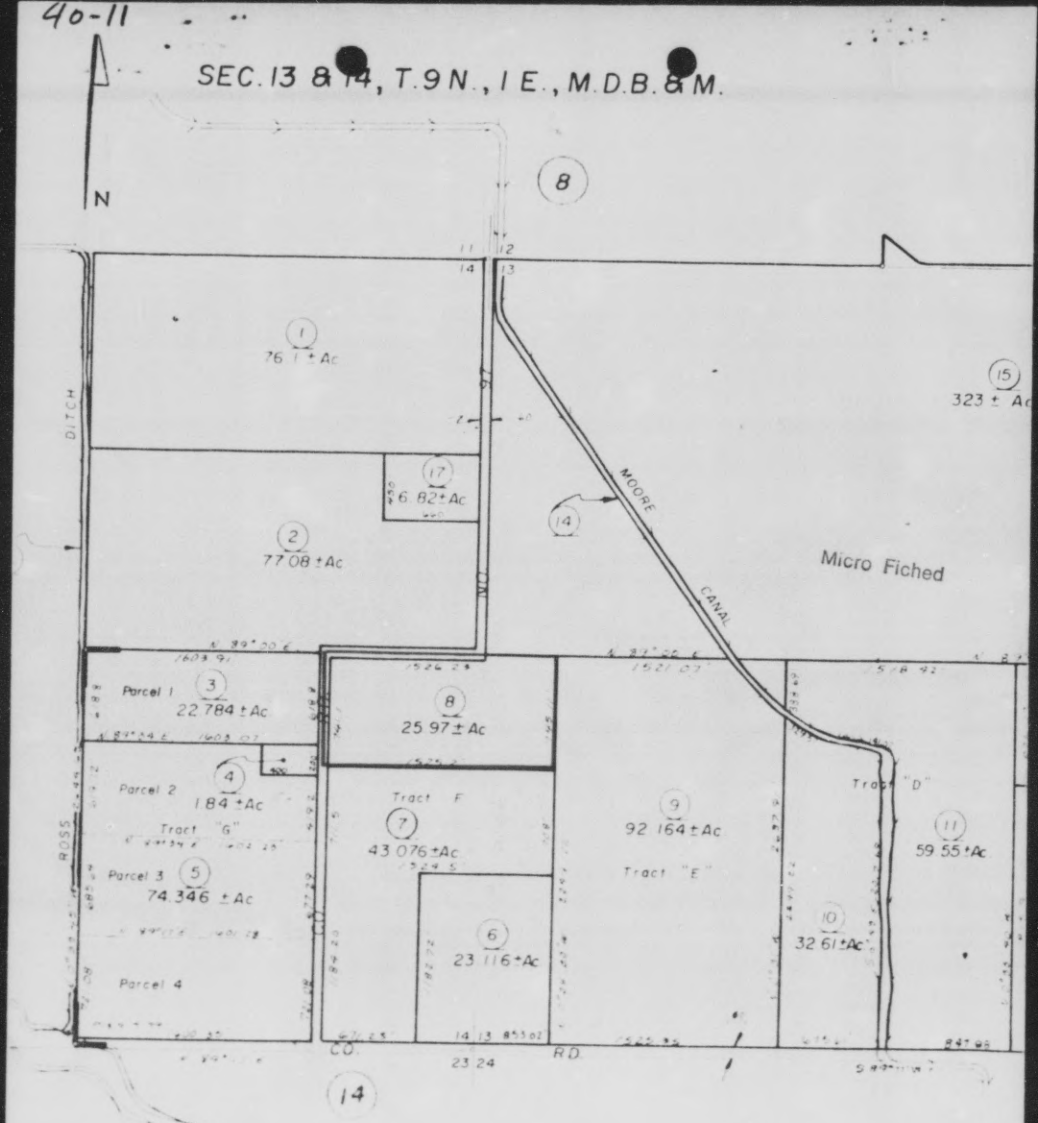
Title Insurance and Trust Company

by [signature] PRESIDENT

Attest: Richard W. Bowlett SECRETARY

Addition to Reserve # 47 "Exhibit A"

40-11



rt Z.B. Kincheloe Est. Lands

Asse

(formerly por. Bk. 24-15)

NOTE - Assessor's Block Numbers Shown in Ellipses

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 22-226

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 19 72, by and between

Shigeru + Fumiye Nakagaki
Rt. 2 Bx. 623
Woodland, Cal.
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 14 by the County by Resolution No. 22-173, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Dudley Thomas
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Shigeru Nakagaki

Tsuruye Nakagaki

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 28, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A Rodgers
DEPUTY

STATE OF CALIFORNIA
COUNTY OF YOLO } SS

Micro Fiched

ON JUNE 7th, 1972, before me, the undersigned, a Notary Public in and for said County and State, personally appeared SHIGERU NAKAGAKI AND FUMIYE NAKAGAKI

known to me to be the person s whose names ARE subscribed to the within instrument, and acknowledged to me that t hey executed the same.

Notary's Signature Elsie Hickey
ELSIE HICKEY

ELSIE HICKEY
Notary Public in California
COUNTY OF YOLO
MY COMMISSION EXPIRES AUGUST 31, 1973

GENERAL ACKNOWLEDGMENT
Form No. 16

LAURENCE P. HENIGAN, COUNTY CLERK

CLTA Guarantee
(2-1-68)

AGRICULTURAL PRESERVE REPORT

FEE FOR GUARANTEE $ 40.00 LIABILITY $ 100.00 ORDER No. 36394

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

Micro Fiched

GUARANTEES

SHIGERU NAKAGAKI

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated May 24, 1972 at 7:00 o'clock a.m.

TRANSAMERICA TITLE INSURANCE COMPANY

W. H. Fullum

by W.H. FULLUM - Assistant Secretary for the Company

Addition to Preserve # 14 "Exhibit A"

CLTA Guarantee
Form No. 11 (7-1-68)

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the First Monday of March, 1972, the following described real property is vested in:

SHIGERU NAKAGAKI AND FUMIYE NAKAGAKI,

HIS WIFE, AS JOINT TENANTS

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Micro Fiched

All that certain real property situate, lyign and being in the County of Yolo, State of California, described as follows:

BEGINNING at an old concrete monument at the Southeast corner of Lot 2 of "EMILY HOPPIN SUBDIVISION NUMBER TWO, Yolo County," and running thence North 0° 24 1/2' West 578 feet along the boundary between Lots 2 and 4 of the said Subdivision to a 10 inch by 10 inch corner fence post at the Southwest corner of Lot 3; THENCE East 1656 feet along the boundary between Lots 3 and 4 of the said subdivision to a 10 inch by 10 inch fence post at the Northeast corner of Lot 4, on the East side of the County Road; thence South 0° 01 1/2' East 1928 feet along the East boundary of Lot 4 to the Southeast corner thereof; thence North 89° 59 1/2' West 1643.4 feet along the South boundary of Lot 4 to an old iron monument; thence North 0° 24 1/2' West 1349.9 feet to the place of beginning and being the Eastern portion of Lot 4 "Emily Hoppin Subdivision Number Two,' as shown on Page 8 of Map Book Number 2, Yolo County Records, California.

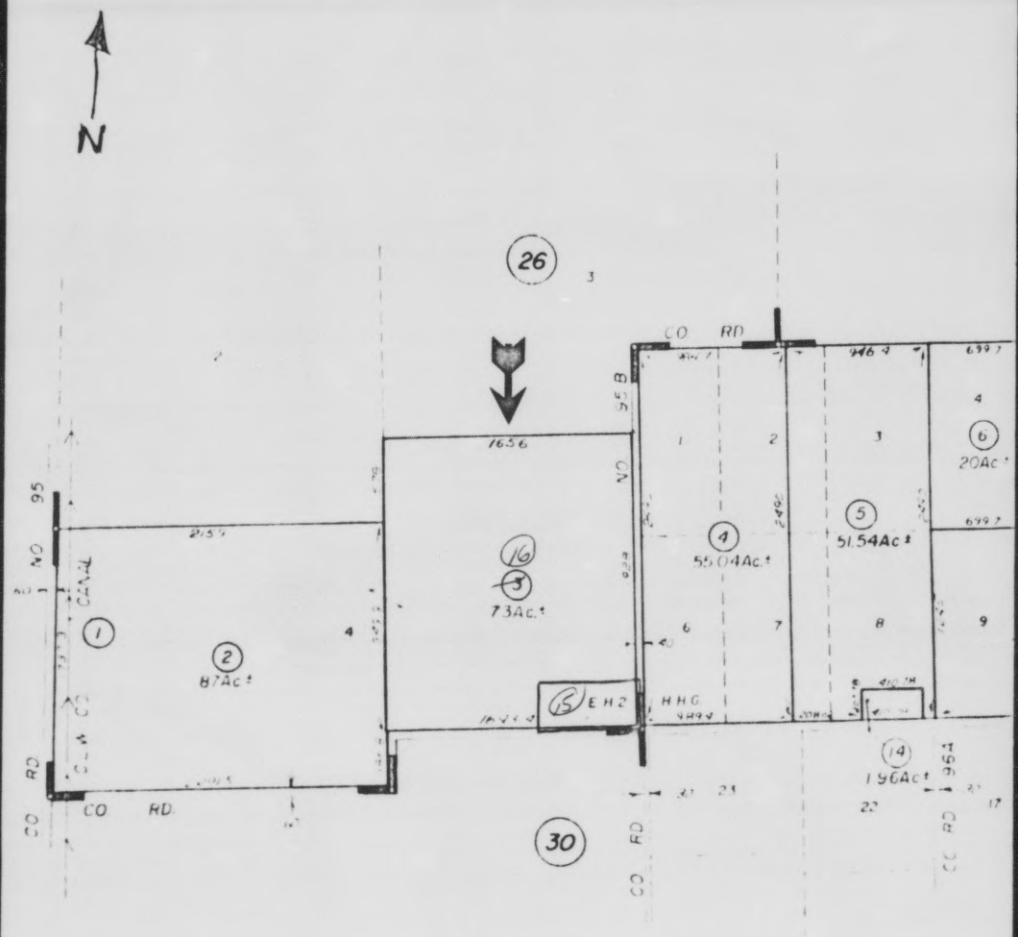
EXCEPTING THEREFROM that portion more particularly described as follows:-

BEGINNING at the most Southeasterly corner of the above described Lot 4 of Emily Hoppin Subdivision No. 2 and thence from the point of beginning West 585 feet along the South line of said Lot 4; thence leaving said South line of Lot 4, North 497 feet; thence East 585 feet to the East line of said Lot 4, said line being the Easterly line of County Road 95-B; thence along said East line of Lot 4 South 497 feet to the point of beginning containing 6.67 acres of land, in accordance with a survey made by H. E. Niederberger, L. S. 2878.

ASSESSOR'S PARCEL NO. 25-200-~~07~~ 16 CODE AREA 87-110

Form No. 1911

POR. RANCHO RIO JESUS MARIA T.10N., R.1E.,



Micro Fiched

MB Bk. 1, Pg. 51 - Hoppin Subd. of the Harbin Grant, Lots 1-14

MB Bk. 2, Pg. 8 - Emily Hoppin's Subd. No 2

(formerly por. 25-02)

NOTE - Assessor's
Assessor's

AGREEMENT NO. 72-277

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 19 72, by and between

D. Nakagaki Fumiye Nakagaki
R. F. D. Box. 625
Woodland, Cal.
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 3 by the County by Resolution No. 72-173, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Dudley Chenault
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Shigeru Nakagaki

Fumiye Nakagaki

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 28, 1922, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA
COUNTY OF YOLO } SS

Micro Fiched

ON JUNE 7th, 19 72 before me, the undersigned, a Notary Public in and for said County and State, personally appeared SHIGERU NAKAGAKI AND FUMIYE NAKAGAKI

known to me to be the person S whose name S ARE subscribed to the within instrument, and acknowledged to me that he Y executed the same.

ELSIE HICKEY
Notary Public - California
COUNTY OF YOLO
MY COMMISSION EXPIRES AUGUST 31, 1973

Notary's Signature ELSIE HICKEY

GENERAL ACKNOWLEDGMENT
Form No. 16

LAURENCE P. HENIGAN, COUNTY CLERK

(Rev. 4-71)

CLTA Guarantee
(2-1-68)

AGRICULTURAL PRESERVE REPORT

FEE FOR GUARANTEE $ 80.00 LIABILITY $ 100.00 ORDER No. 36395

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

Micro Fiched

GUARANTEES
SHIGERU NAKAGAKI

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated May 24, 1972 at 7:00 o'clock a.m.

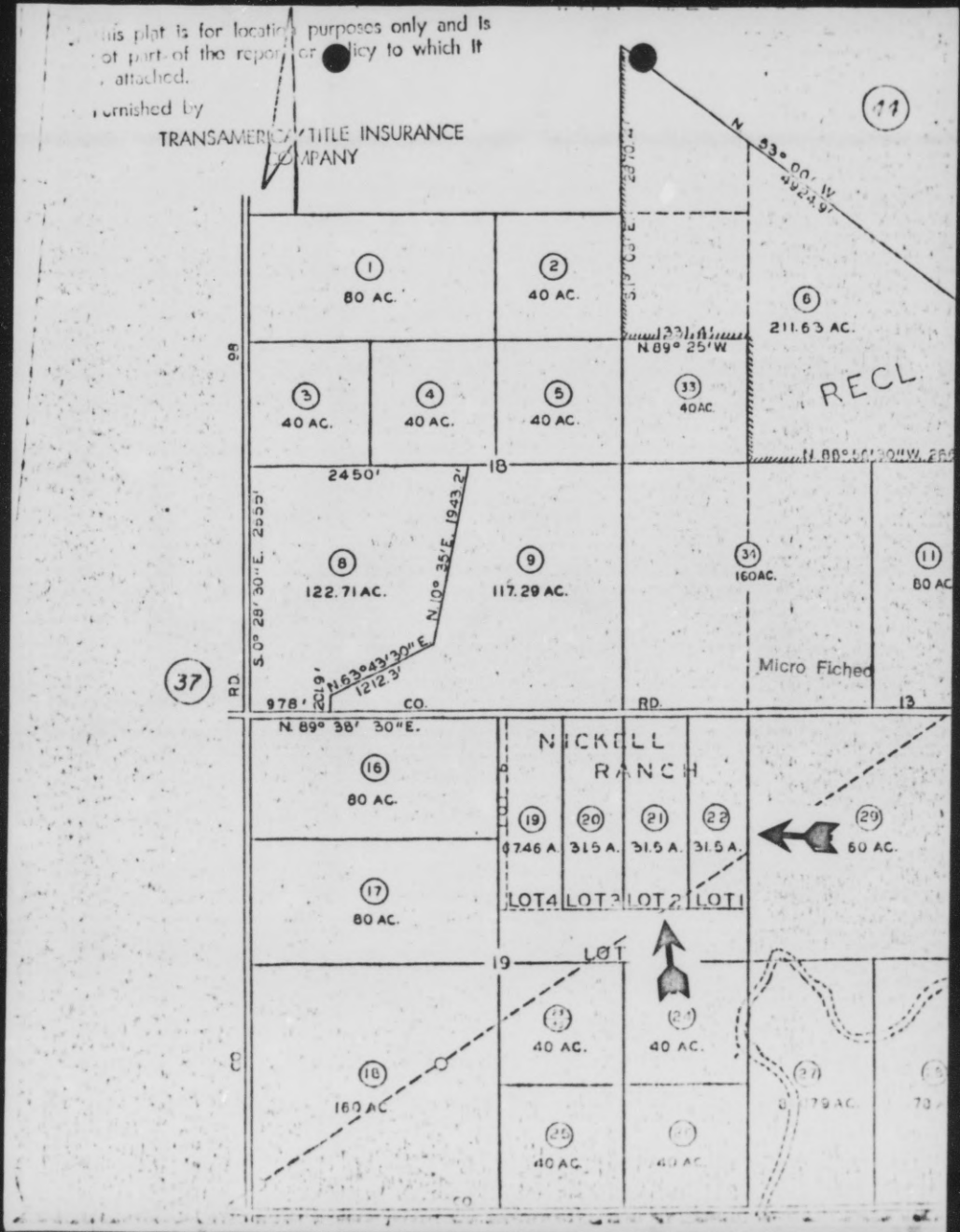
TRANSAMERICA TITLE INSURANCE COMPANY

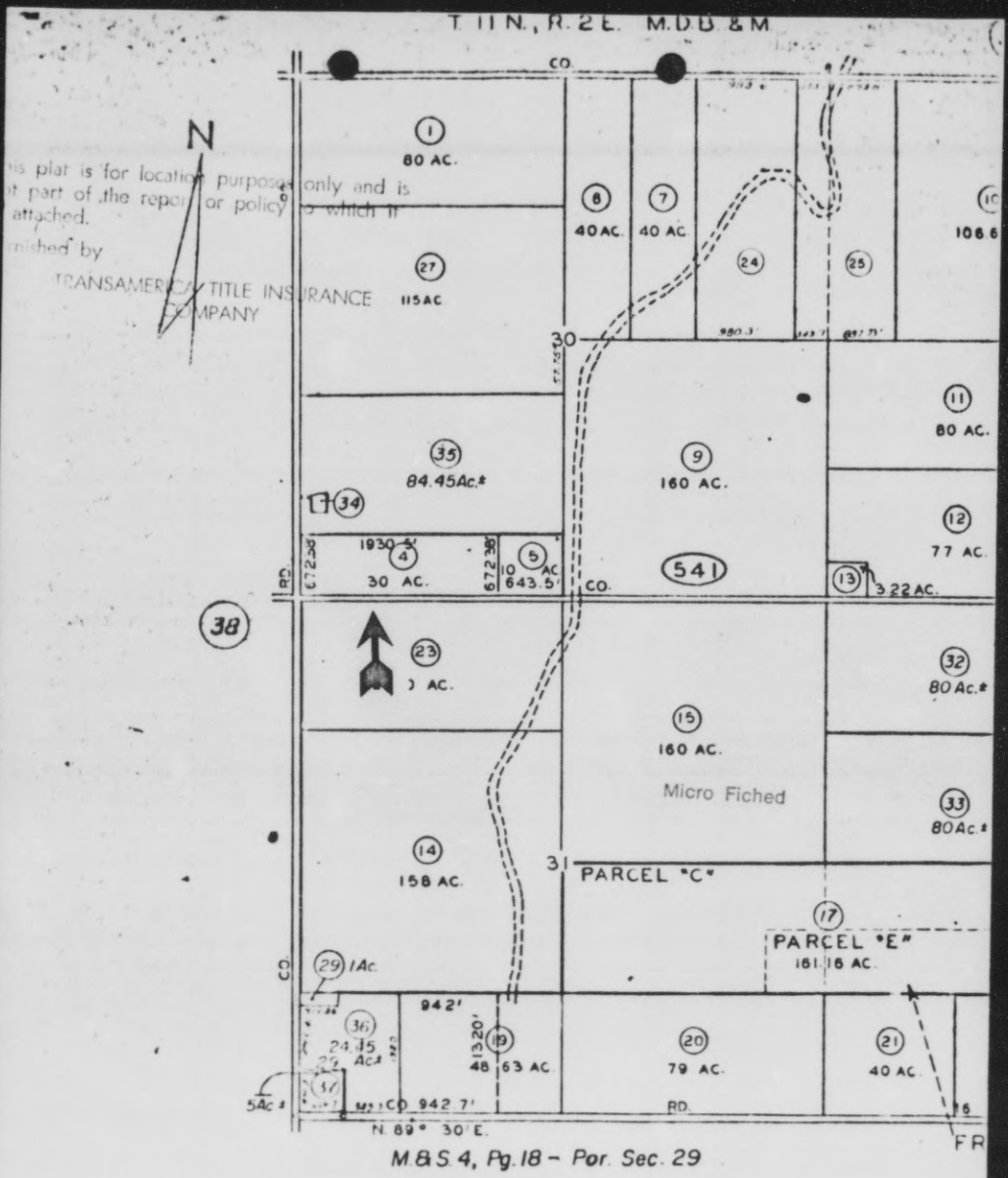
W. H. Follum

by W.H. FOLLUM - Assistant Secretary for the Company

addition to Preserve #3 "Exhibit A"

Form No. 354


This plat is for location purposes only and is not part of the report or policy to which it is attached.
Furnished by
TRANSAMERICA TITLE INSURANCE COMPANY
11
N 53° 00' W 4923.9'
1
80 AC.
2
40 AC.
6
211.63 AC.
N 89° 25' W
3
40 AC.
4
40 AC.
5
40 AC.
33
40AC.
RECL
99
2450'
18
8
122.71AC.
9
117.29 AC.
34
160AC.
11
80 AC
S 0° 28' 30" E. 2655'
N 10° 35' E. 1943.2'
N 63° 43' 30" E 1212.3'
2219'
978'
37
RD.
CO.
RD.
13
Micro Fiched
N. 89° 38' 30" E.
16
80 AC.
NICKELL RANCH
LOT 6
19
0.746 A
20
31.5 A.
21
31.5 A.
22
31.5 A.
29
80 AC.
17
80 AC.
LOT 4
LOT 3
LOT 2
LOT 1
19
LOT
40 AC.
40 AC.
18
160 AC
25
40 AC.
79 AC.
CO


T. 11 N., R. 2 E. M.D.B. & M.
N
is plat is for location purposes only and is
t part of the report or policy to which it
attached.
nished by
TRANSAMERICA TITLE INSURANCE COMPANY
CO.
1
80 AC.
8
40 AC.
7
40 AC.
24
25
10
106.6
27
115 AC.
30
11
80 AC.
35
84.45 Ac.±
9
160 AC.
34
4
30 AC.
5
10 AC
643.5'
541
12
77 AC.
13
3.22 AC.
38
23
AC.
32
80 Ac.±
15
160 AC.
Micro Fiched
33
80 Ac.±
14
158 AC.
31
PARCEL "C"
17
PARCEL "E"
161.16 AC.
29
1 Ac.
942'
36
24.15 Ac.±
37
5 Ac.±
18
48.63 AC.
20
79 AC.
21
40 AC.
CO. 942.7'
RD.
N. 89° 30' E.
M & S 4, Pg. 18 – Por. Sec. 29

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 22-228

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this ~~XX~~ 13TH day of November ~~XXX~~, 19 72, by and between George C. Wilson and Dixie Mealer Wilson his wife, as to an undivided 2/3 rds interest and J. F. Lessley, Trustee, as to an undivided 1/3rd interest

George C. Wilson, Box 248, Walnut Grove, Calif. 9569-
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 41 by the County by Resolution No. 22-123, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

George C. Wilson

Dixie Mealey Wilson

For Lesley - Trustee

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 28, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rogers

TO 447 C
(Individual)

TI

STATE OF CALIFORNIA
COUNTY OF Yolo } SS.

Micro Fiched

On June 7th, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared George C. Wilson, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature Lynn D Clark

Lynn D. Clark
Name (Typed or Printed)

LYNN D. CLARK
Notary Public - California
COUNTY OF YOLO
My Commission Expires May 26, 1974

(This area for official notarial seal)

STAPLE HERE

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ed
be
ent

LAURENCE P. HENIGAN, COUNTY CLERK

(Rev. 4-71)

TO 447 C
(Individual)

TI

Micro Fiched

STATE OF CALIFORNIA
COUNTY OF Yolo } ss.

On June 7th, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared Dixie Mealer Wilson

known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Signature Lynn D Clark
Lynn D. Clark
Name (Typed or Printed)

LYNN D. CLARK
Notary Public - California
COUNTY OF YOLO
My Commission Expires May 26, 1974

(This area for official notarial seal)

STAPLE HERE

TO 447 C
(Individual)

TI

Micro Fiched

STATE OF CALIFORNIA
COUNTY OF Yolo } ss.

On June 7th, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared J.F. Lessley

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature Lynn D Clark
Lynn D. Clark
Name (Typed or Printed)

LYNN D. CLARK
Notary Public - California
COUNTY OF YOLO
My Commission Expires May 26, 1974

(This area for official notarial seal)

STAPLE HERE

GUARANTEE

68 28389

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- XX PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65789 Liability $ 135.00 Fee $ 35.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

TIM WILSON

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 1, 1972 at 5:00 p.m. , in the County of Yolo, State of California.

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

By R H Morton President

By John W. Jones Secretary

CLTA GUARANTEE FACE PAGE—1967

addition to Reserve # 41 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 65789 Effective Date: May 1, 1972 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of assessor of Yolo County subsequent to County, California, and the indices of the County Recorder of said March 1st, 1971, with respect to the name(s) of

The herein described property vests in: George C. Wilson and Dixie Mealer Wilson his wife, as to an undivided 2/3rds interest, and J. F. Lessley, Trustee, as to an undivided 1/3rd interest

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: The East half of Section 13, Township 11 North, Range 2 West, M. D. B. & M.

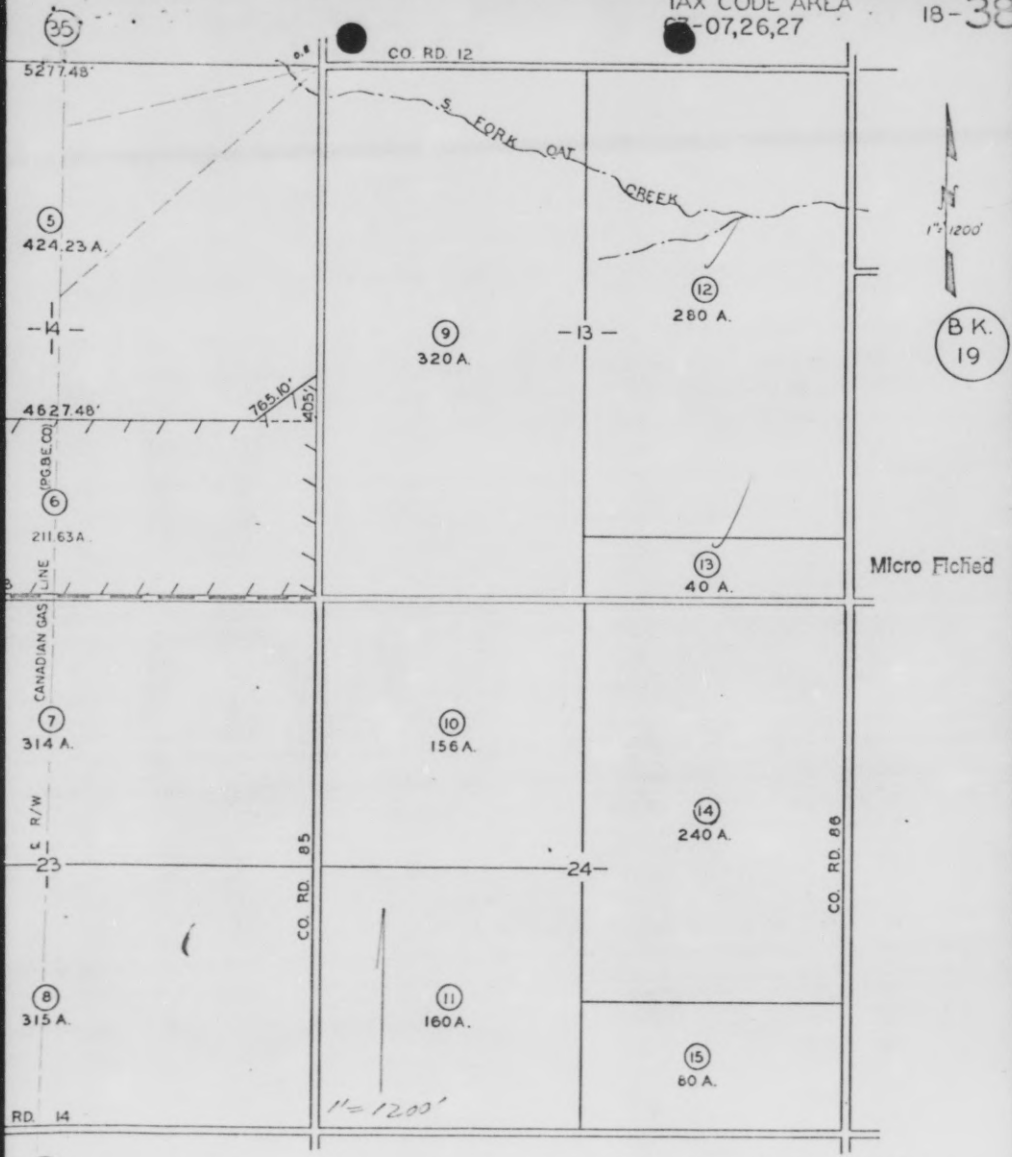
EXCEPTING THEREFROM the South half of the South half of the Southeast Quarter of Section 13, Township 11 North, Range 2 West, M. D. B. & M.

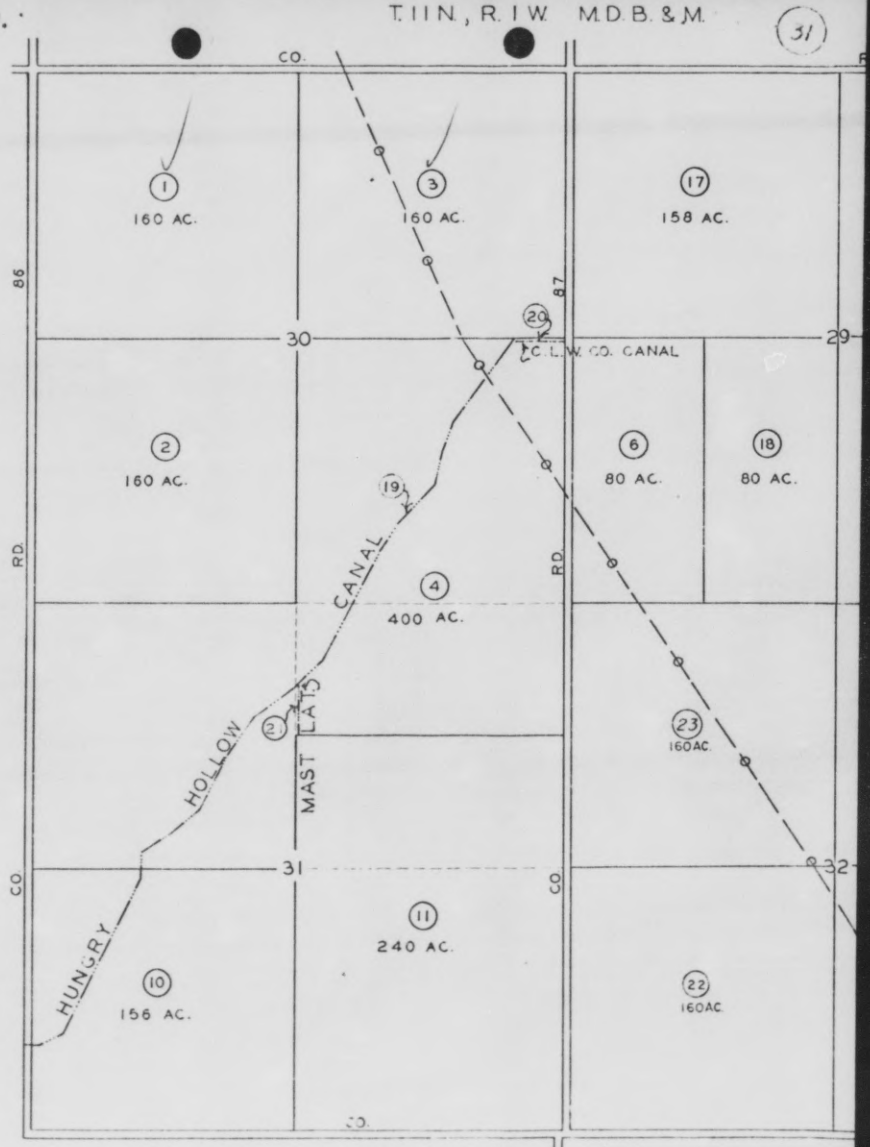
PARCEL 2: The South half of the South half of the Southeast Quarter of Section 13, Township 11 North, Range 2 West, M. D. B. & M.

PARCEL 3: The Northwest Quarter; and the Northeast Quarter of Section 30, Township 11 North, Range 1 West, M. D. B. & M.

NOTE: The Yolo County Assessor designates the herein described property on their 1971-72 Assessment Roll as Assessors Parcel No. 18-380-12 and 18-380-13, Code Area 63-007, Assessment Parcel Nos. 19-410-01 and 19-410-03, Code Area 63-026

NOTE: This guarantee is limited to the above described property.


TAX CODE AREA
07,26,27
18-38
35
CO. RD. 12
5277.48'
S. FORK OAT CREEK
1"=1200'
5
424.23 A.
12
280 A.
BK. 19
-14-
9
320 A.
-13-
4627.48'
765.10'
405'
PG&E CO.
6
211.63 A.
13
40 A.
Micro Fiched
CANADIAN GAS LINE
7
314 A.
10
156 A.
14
240 A.
R/W
-23-
-24-
CO. RD. 85
CO. RD. 86
8
315 A.
11
160 A.
15
60 A.
RD. 14
1"=1200'
39
ASSESSORS MAP
BOOK 18 PAGE 38
COUNTY OF YOLO, CALIF.
3/4/03
NOTE – Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
MAY 1950


T. 11 N., R. 1 W. M.D.B. & M.
31
CO.
1
160 AC.
3
160 AC.
17
158 AC.
86
87
30
29
20
C.C. L.W. CO. CANAL
2
160 AC.
6
80 AC.
18
80 AC.
19
RD.
RD.
CANAL
4
400 AC.
MAST LATS
HOLLOW
HUNGRY
23
160AC.
CO.
31
32
CO.
11
240 AC.
10
156 AC.
22
160AC.
CO.
Micro Fiched
Bk. 2
SEPT

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 72-229

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 19 72, by and between Dale M. Denning and Judith V. Denning
1030 Happy Valley Ave.
San Jose, Calif. 95129
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 51 by the County by Resolution No. 72-129, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Dale M. Denning

Judith V. Denning

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 28, 1922, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers DEPUTY

STATE OF CALIFORNIA)
Santa Clara ss.
COUNTY OF ~~YOLO~~)

On this 9 June, 1972, before me the undersigned ~~County Clerk of the County of Yolo~~ Notary Public, personally appeared DALE M. DENNING and JUDITH V. DENNING, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 9th day of June, 1972.

OFFICIAL SEAL
EILEEN F. LARSEN
NOTARY PUBLIC-CALIFORNIA
SANTA CLARA COUNTY
My Commission Expires July 7, 1973

Eileen F. Larsen

~~LAURENCE P. HENIGAN, COUNTY CLERK~~
EILEEN F. LARSEN, Notary Public

(Rev. 4-71)

RO 10401-029

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 20.00

Street address or other ref.
19-531-13

a California corporation, does hereby guarantee

Dale M. Denning
1030 Happy Valley Avenue
San Jose, California 95129

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

DALE M. DENNING and JUDITH V. DENNING, his wife
as Joint Tenants

Micro Fiched

Deed Recorded January 19, 1971

Document No. 690 in Book 965 of Official Records page 38

I.R.S. $ 60.50

Record Description: All that real property situate in the County of Yolo, State of California, described as follows:

The East half of the East half of the Southeast quarter of Section 17, Township 11 North, Range 2 East, M.D.B. & M.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

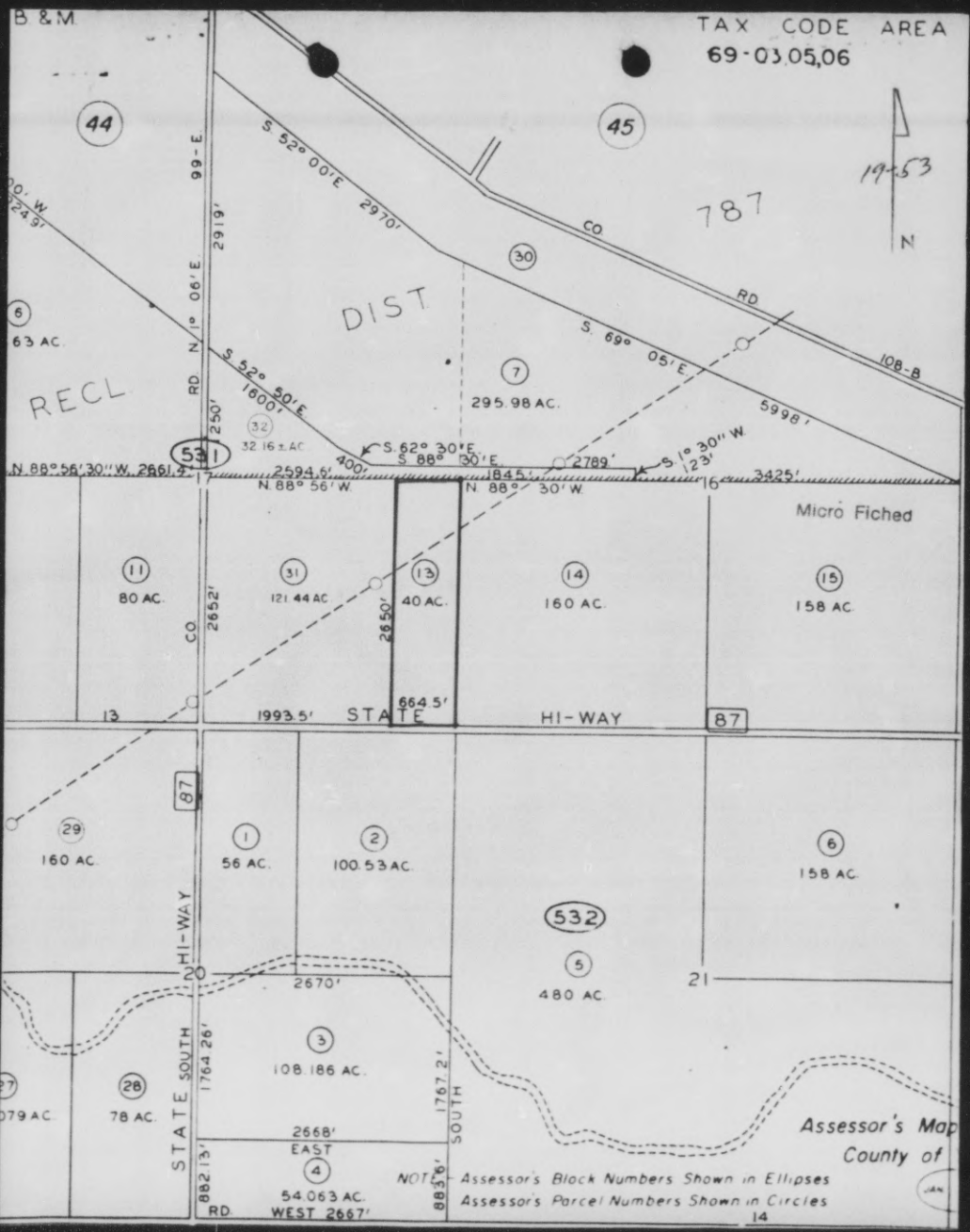
Dated as of May 15, 1972 @ 7:30 A.M.

Title Insurance and Trust Company

by _____
PRESIDENT

Attest: _____
SECRETARY

Additions to Reserve #51 "Exhibit A"


B & M
TAX CODE AREA
69-03,05,06
44
45
19-53
787
N
S. 52° 00' E 2970'
CO RD 108-B
30
DIST
S. 69° 05' E
5998'
6
63 AC.
RECL
RD N. 1° 06' E 2919'
99-E
S. 52° 50' E 1600'
7
295.98 AC.
32
32.16± AC
531
250'
400'
S. 62° 30' E
S. 88° 30' E 2789'
S. 1° 30" W 123'
3425'
N. 88° 56' 30" W. 2661.4'
2594.6'
N. 88° 56' W.
1845'
N. 88° - 30' W.
16
Micro Fiched
11
80 AC.
31
121.44 AC
13
40 AC.
14
160 AC.
15
158 AC.
CO
2652'
2650'
13
1993.5'
STATE
664.5'
HI-WAY
87
29
160 AC.
87
1
56 AC.
2
100.53 AC.
6
158 AC.
532
5
480 AC.
HI-WAY
20
2670'
21
3
108.186 AC.
STATE SOUTH 1764.26'
SOUTH 1767.2'
27
079 AC.
28
78 AC.
2668'
EAST
4
54.063 AC.
882.13'
RD
WEST 2667'
8836'
Assessor's Map
County of
NOTE- Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
14

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 22-280

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 19 72, by and between LAURA MACCA RICHTER, by TWYLA JANE THOMPSON, her attorney in fact as to a life estate and TWYLA JANE THOMPSON,
P.O. Box 610, Woodland, California 95695
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 52 by the County by Resolution No. 22-122, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY J. Dudley Stephens
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Laura Macca Richter
(LAURA MACCA RICHTER)

By Twyla Jane Thompson
(TWYLA JANE THOMPSON)
her attorney in fact

Twyla Jane Thompson
(TWYLA JANE THOMPSON)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 28, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this June 2, 1972, before me the undersigned Notary Public ~~County Clerk~~ of the County of Yolo, personally appeared TWYLA JANE THOMPSON, attorney in fact for LAURA MACCA RICHTER ~~and TWYLA JANE THOMPSON, individually~~, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 2nd day of Junex, 1972.

Wanda L. Skellchock
NOTARY PUBLIC

WANDA L. SKELLCHOCK
Notary Public - California
COUNTY OF YOLO
My Commission Expires September 2, 1975

GUARANTEE

68 28405

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65817 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

RODEGERDTS, MEANS_ NORTHUP & ESTEY

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 2, 1972 at 12:42 p.m. , in the County of Yolo, State of California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By [signature] Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve #52 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 65817 Effective Date: June 2, 1972 at 12:42 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

The herein described property vests in: Laura Macca Richter, with remainder over to Twyla Jane Richter, now known as Twyla Jane Thompson.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Micro Fiched

A part of the Northeast Quarter of Section Two (2) in Township Ten (10) North, Range One (1) East, Mount Diablo Base and Meridian, and bounded on the Northeast by the right of way of the State Highway; on the West by the West line of said quarter section and on the South by a straight line running parallel with the North line of said Quarter Section and sufficiently distant from said North line to contain in the tract above described twenty-four and one-half (24 1/2) acres.

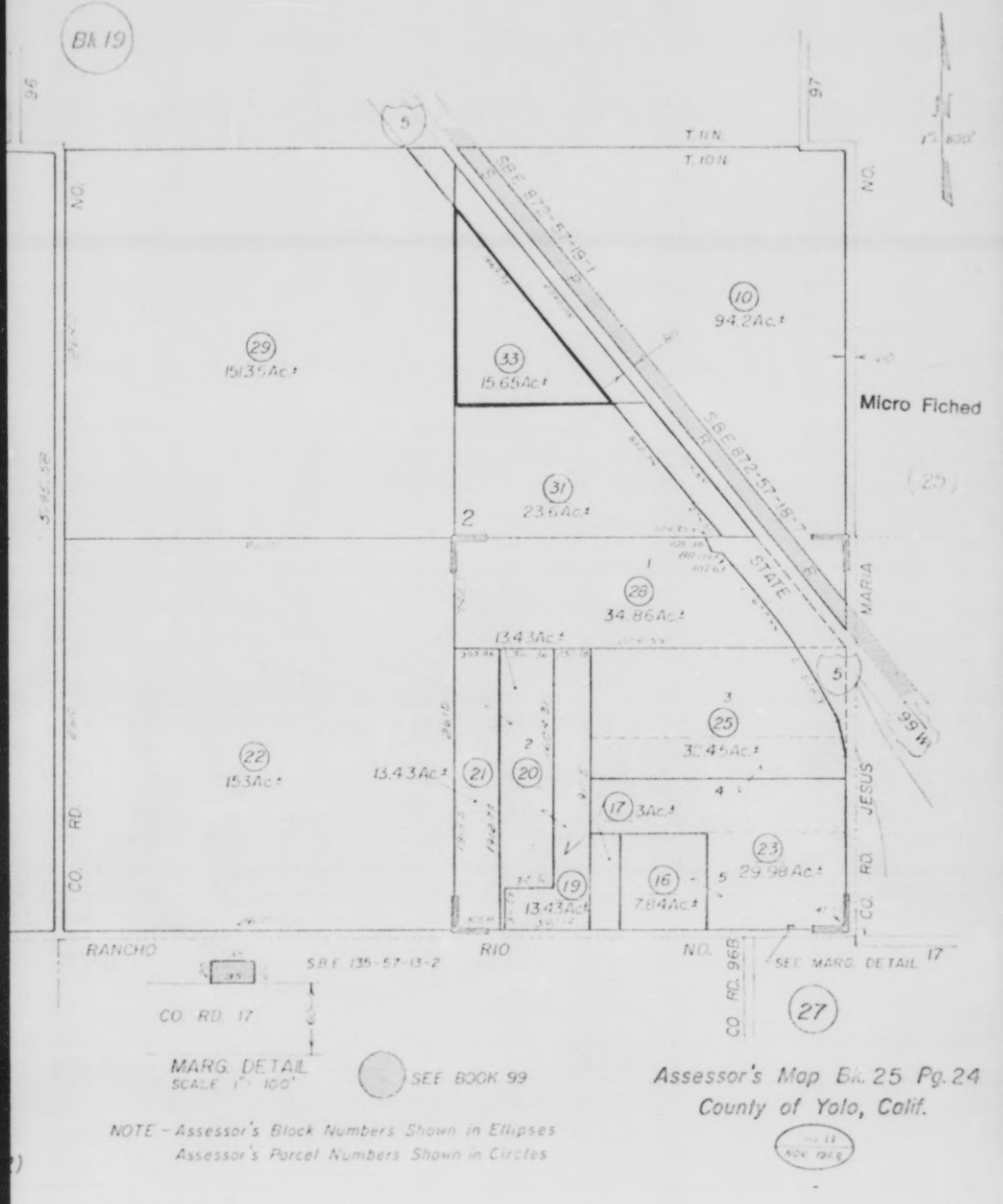
EXCEPTING THEREFROM that portion thereof conveyed to the State of California, by deed recorded September 14, 1967, in Book 863 of Official Records, at page 38.

NOTE: The Yolo County Assessor designates the herein described property on their 1971-72 Assessment Roll as Assessors Parcel No. 25-240-33.

NOTE: This guarantee is limited to the above described property.

ON., R.IE., M.D.B.&M.

25-24



Micro Fiched

NOTE – Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 25 Pg. 24
County of Yolo, Calif.

NOV. 1966

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 22-281

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 19 72, by and between Helen L. Holmes, Clarence E. Holmes, Estate by Robert E. Holmes, 130 Shaddy Oak Drive, Folsom, Calif. 95630 (mailing address) hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 83 by the County by Resolution No. 22-123, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Dudley Stephens
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S) Clarence E. Holmes Estate

X by Robert E. Holmes, Executor

Helen L. Holmes

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 28, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this 22nd day of May, 1972, before me the undersigned ~~County Clerk of the County of Yolo~~, personally appeared Helen L. Holmes, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 22nd day of May, 1972.

VIRGINIA M. CAMERON
Notary Public ▲ California
COUNTY OF YOLO
MY COMMISSION EXPIRES NOVEMBER 27, 1973

Virginia M. Cameron

~~LAURENCE P. HENIGAN, COUNTY CLERK~~

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,
County of GRANT } ss.

Micro Fiched

BE IT REMEMBERED, That on this 6th day of June, 1972, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named ROBERT E Holmes

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that He executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Jack O Sweek
Notary Public for Oregon.
My Commission expires Jan. 10, 1975

GUARANTEE

68 28397

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65821 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

HELEN L. HOLMES

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 7, 1972 at 5:00 p.m. , in the County of Ydo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

By R K Morton President

By John W. Jones Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve #83 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 65821 Effective Date: May 7, 1972 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

The herein described property vests in: As to Parcel 1: Helen L. Holmes, by Decree of Preliminary Distribution, dated December 29, 1971, recorded January 4, 1972, in Book 1002 of Official Records, at page 399,
As to Parcel 2: The heirs or devisees of Clarence E. Holmes, deceased, subject to the administration of his estate.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1:

Micro Fiched

A portionof Lots 57 and 59, Holland Land Company Subdivision No. 4, as same as appears of record in Map Book 3, Page 43, Yolo County Records, described as follows:

Beginning at the Southeast corner of said Lot 59 thence along the East line of said Lot 59 N. 0° 51' E. 1651.51 feet to the Northeast corner of said Lot 59; thence along the North line of said Lot 59 N. 88° 37' W. 2671.07 feet to the Southeast corner of said Lot 57; thence along the East line of said Lot 57 N. 1° 06' E. 1002.11 feet to the Northeast corner of said Lot 57; thence along the North line of said Lot 57 N. 88° 37' W. 386.57 feet; thence parallel to the West line of said Lot 57 S. 1° 06' W. 1307.11 feet; thence parallel to the North line of said Lot 57 S. 88° 37' E. 386.57 feet; thence along the Southerly projection of the East line of said Lot 57 S. 1° 06' W. 1344.12 feet to the South line of said Lot 59; thence along said South line of said Lot 59 S. 88° 34' E. 2678.31 feet to the point of beginning containing 112.931 acresof land, more or less.

EXCEPTING THEREFROM the following described parcel:

A portion of Lot 59, Holland Land Company Subdivision No. 4, as same as appears of record in Map Book 3, Page 43, Yolo County Records, described as follows:

Beginning at a point on the East line of said Lot 59 bears N. 00° 51' E. 730.00 feet from the Southeast corner of said Lot 59; thence along the east line of said Lot 59, N. 00° 51' E. 400.00 feet; thence N. 88° 34' W. parallel with the South line of said Lot 600.18 feet ; thence parallel to said East line of Lot 59 S. 00° 51' W. 275.00 feet; thence S. 88° 34' E. parallel with the South line of said Lot 178.18 feet; thence parallel to said East line S. 00° 51' W. 125.00 feet; thence S. 88° 34' E. parallel with the South line of said Lot 422.00 feet to the point of beginning containing 5.00 Acres of Land.

PARCEL 2:

A portion of Lots 57 and 59, Holland Land Company Subdivision No. 4, as same

continued

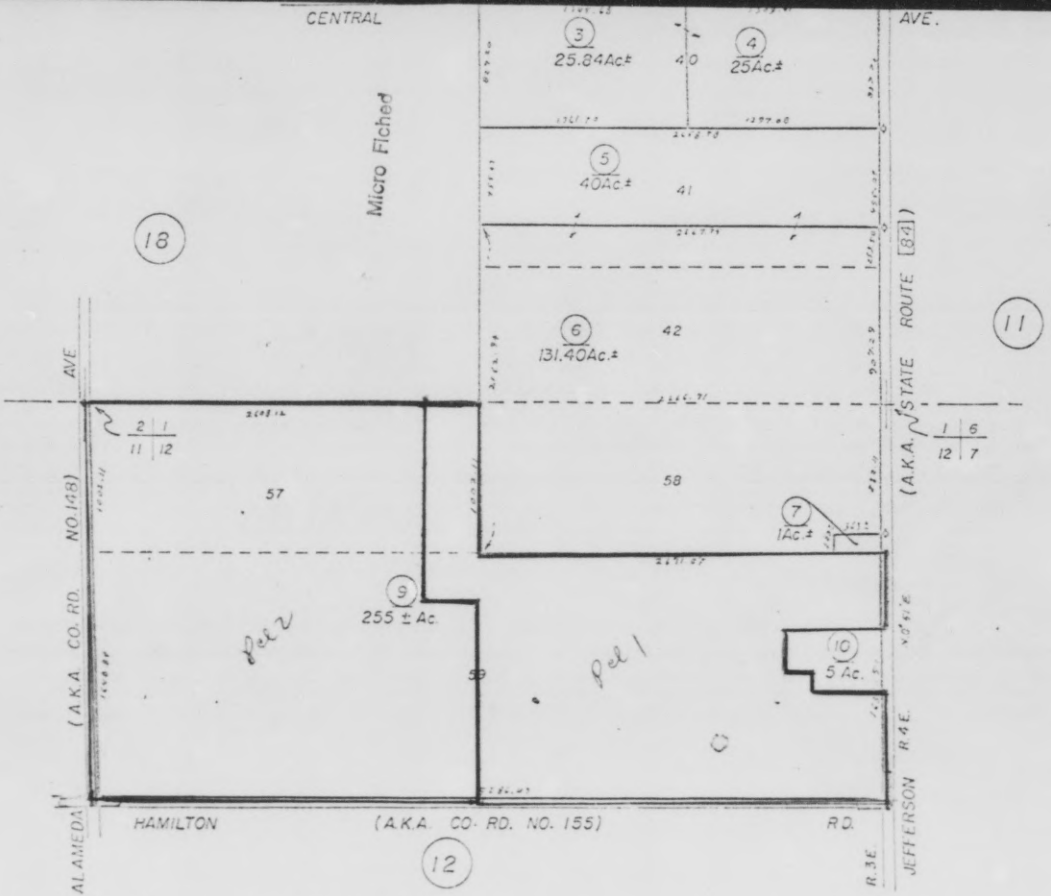
as appears of record in Map Book 3, Page 43, Yolo County Records, described as follows:

Beginning at the Southwest corner of said Lot 59; thence along the West line of said Lots 59 and 57 N. 1° 06' E. 2648.95 feet to the Northwest corner of said Lot 57; thence along said North line of said Lot 57 S. 88° 37' E. 2221.55 feet; thence parallel to the East line of said Lot 57 S. 1° 06' W. 1307.11 feet; thence parallel to the said North line of Lot 57 S. 88° 37' E. 386.57 feet; thence along the Southerly projection of the East line of said Lot 57 S. 1° 06' W. 1344.12 feet to the South line of said Lot 59; thence along said South line of said Lot 59 N. 88° 34' W. 2608.12 feet to the point of beginning containing 147.069 Acres of Land, more or less.

Micro Fiched

Note: The Yolo County Assessor designates the herein described property on their 1972-73 Assessment Roll as Assessors Parcel No. 43-310-09, Code Area 58-002.

Note: This guarantee is limited to the above described property.



M. Bk. 3, Pg. 43 – Holland Land Co. Sub. No. 4 (formerly por 16–25)

NOTE – Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

See Book – 99

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 22-282

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 19 72, by and between

R. H. Volz
4816 Crestwood Way
Sacramento Calif 95822
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 97 by the County by Resolution No. 22-123, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY J. Dudley Stokes
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 28, 1922, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ~~J. DUDLEY STEPHENS~~, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA
County of Sacramento } ss.

Micro Fiched

On June 14, 1972, before me, the undersigned a Notary Public, in and for said State, personally appeared R. H. Volz and ~~Ann M. Volz~~

known to me to be the person S whose name S are subscribed to the within instrument, and acknowledged to me that t hey executed the same.

My commission expires Howard F. Goelz
Notary Public

OFFICIAL SEAL
HOWARD F. GOELZ
NOTARY PUBLIC - CALIFORNIA
COUNTY OF SACRAMENTO
My Commission Expires September 16, 1972

LAURENCE P. HENIGAN, COUNTY CLERK

(Rev. 4-71)

PRELIMINARY REPORT

WESTERN TITLE INSURANCE COMPANY

SACRAMENTO COUNTY DIVISION
919 - 8TH STREET
P.O. BOX 68
SACRAMENTO, CALIFORNIA 95801
443-4671

MIDTOWN OFFICE
2130 CAPITOL AVENUE
P.O. BOX 9016
SACRAMENTO, CALIFORNIA 95816
441-3074

NORTH AREA OFFICE
2612 EL CAMINO AVENUE
P.O. BOX 214212
SACRAMENTO, CALIFORNIA 95821
489-3684

Your No. 65785

Our No. 247378-RY

Micro Fiched

In response to the above referenced application for a policy of title insurance, WESTERN TITLE INSURANCE COMPANY hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a California Land Title Association Standard Coverage form Policy of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy form.

This report (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated at 8:00 a.m. on May 1, 1972

Gregory V. Bell
Vice President

The estate or interest in the land described herein and which is covered by this report is:

" a fee "

Title to said estate or interest at the date hereof is vested in:

R. H. Volz

Said land is situated in the City of
State of California, and is described as follows:

County of Yolo

Lots 4 and 5, Holland Land Co. Subdivision No. 4, according to the official plat thereof, filed for record in the office of theRecorder of Yolo County, California, on February 17, 1921, in Book 3 of Maps, at page 43.

addition to Reserve #97 "Exhibit A"

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

1. 1972-73 taxes, including possible personal property taxes, now a lien, but not yet due or payable.

2. Taxes for the year 1971-72. Assessment Parcel No. ~~16-240-05~~ 43-200-03, Code Area 58-002.

Assessed valuation of Land:	$20,750.00	1st Installment: $938.39 paid
Improvements:	1,750.00	2nd Installment: 938.39 paid
Personal Property:	2,005.00	
Rate:	7.608	

3. All taxes, assessments and obligations of:
   (a) Sacramento and San Joaquin Drainage District. All assessments affecting this property have been paid.
   (b) Reclamation District No. 999. Secretary: C. A. Bielefeld, Clarksburg, California.

4. Rights of way and easements for canals, ditches and roads, as shown on the recorded map of Holland Land Co. Subdivision No. 4.

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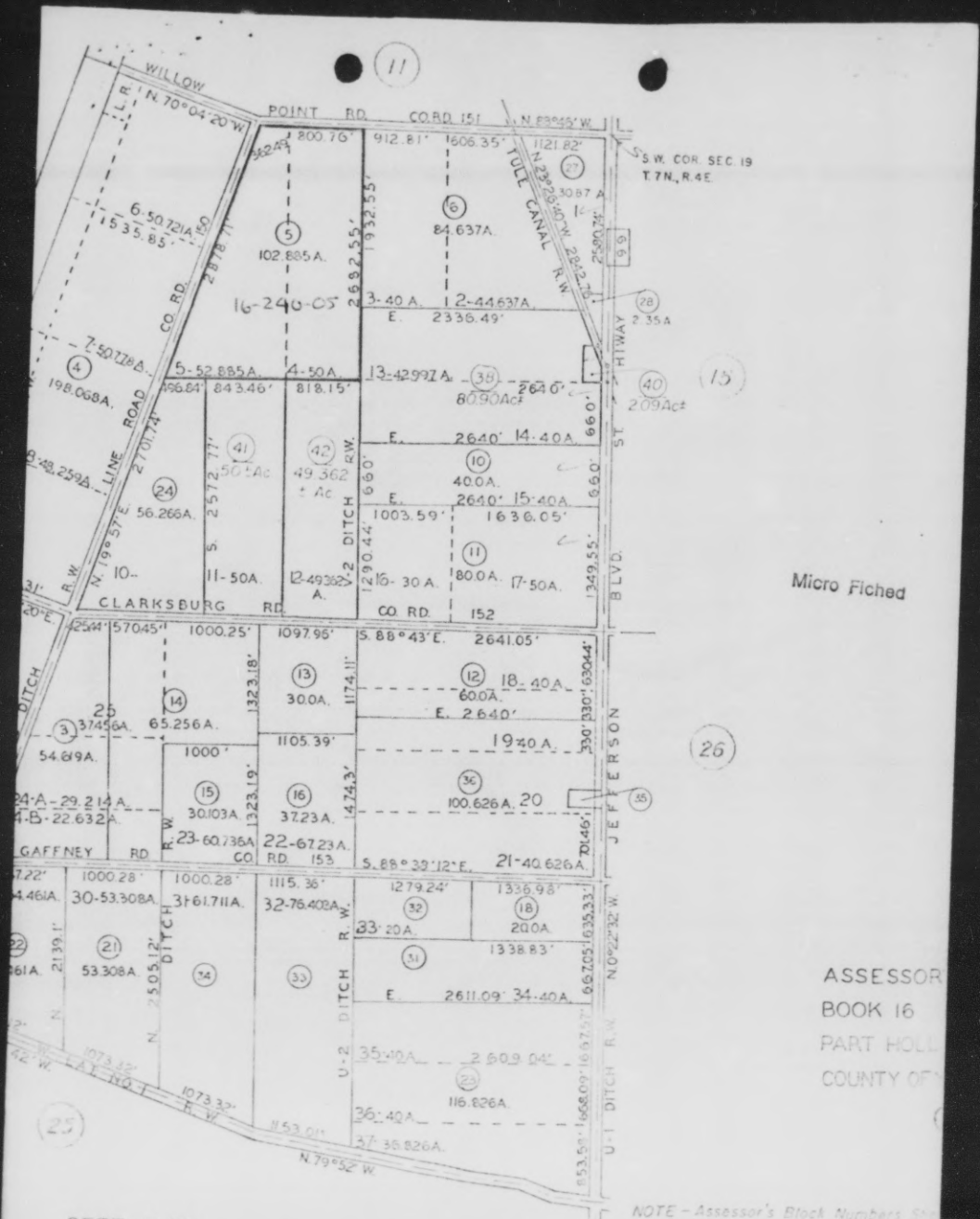
5. Perpetual right of ways and easements for canals, drainage and irrigation ditches, and all other reclamation works, granted by Holland Land Company, a corporation, to Reclamation District No. 999, by deed dated March 5, 1921, recorded in Book 100 of Deeds, at page 371.

6. Reservations as to levees, canals, ditches, landings and roads as reserved in deed from Holland Land Company, a corporation, to R. H. Volz, a single person, dated February 21, 1928, and recorded in Book 116 of Deeds, at page 209.

7. Right of way over the herein described property for a single line of poles and wires, and rights incidental thereto, granted by R. H. Volz to Great Western Power Company of California, a corporation, by deed dated May 17, 1932, and recorded in Book 39 of Official Records, at page 21. Said right of way affects the northwesterly portion of Lot 4 and the easterly portion of Lot 5.

8. Quitclaim Deed from Holland Land Company, a corporation, to Reclamation District No. 999, quitclaiming all right, title and interest of Holland Land Company in and to any rights of way or easements whether appurtenant, in gross or prescriptive which may have been acquired by said company over and upon any lot in Holland Land Co. Subdivisions No. 2 through 10-A, dated August 29, 1965, recorded September 8, 1965, in Book 807 of Official Records, at page 177.


WILLOW
POINT RD.
CO. RD. 151
N. 70°04'20" W.
N. 63°45' W.
S.W. COR. SEC. 19
T.7N., R.4E.
TULL CANAL R.W.
N 23°28'40" W
CO. RD.
LINE ROAD
N. 19°57' E.
R.W.
HIWAY
ST.
BLVD.
JEFFERSON
CLARKSBURG RD.
CO. RD. 152
GAFFNEY RD.
CO. RD. 153
DITCH
U-2 DITCH R.W.
U-1 DITCH R.W.
N.0°2'32" W.
N.79°52' W.
S. 88°43' E. 2641.05'
E. 2640'
E. 2336.49'
E. 2611.09'
16-240-05
102.885 A.
84.637A.
30.87 A.
2.35A
209 Ac±
198.068A.
56.266A.
54.619A.
116.826A.
Micro Fiched
ASSESSOR
BOOK 16
PART HOLL
COUNTY OF
SEPT 1950
NOTE – Assessor's Block Numbers Sh
Assessor's Parcel Numbers Sh

AGREEMENT NO. 22-283

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 12th day of November, 19 72, by and between Audrey Dixon Brown - 5608 Caleb Avenue - Sacramento, California 95819

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 39 by the County by Resolution No. 22-123, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY: _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Audrey Dixon Brown
~~Audrey Dixon Brown~~

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 28, 1922, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Balbina Rodrigues DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this June 14th, 1972, before me the undersigned ~~County Clerk of the County of Yolo~~, personally appeared Audrey Dixon Brown, known to me to be the person ~~(s)~~ whose name is subscribed to the within instrument and acknowledged to me that ~~he~~ executed the same.

Dated this 14th day of June, 1972.

OFFICIAL SEAL
JOHN B. SIMMONS
NOTARY PUBLIC-CALIFORNIA
YOLO COUNTY
My Commission Expires June 10, 1973
P. O. Box 329, Davis, Calif. 95616

John B. Simmons
~~LAURENCE P. HENIGAN~~, COUNTY CLERK
JOHN B. SIMMONS

CLTA Guarantee
(2-1-68)

AGRICULTURAL PRESERVE REPORT

FEE FOR GUARANTEE $ 40.00 LIABILITY $100.00 ORDER No. 41862

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

Micro Fiched

GUARANTEES

AUDREY DIXON BROWN

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated May 14, 1972 at 7:00 o'clock

TRANSAMERICA TITLE INSURANCE COMPANY

by N.B. SINGER - Assistant Secretary for the Company

N. B. Singer

addition to Preserve #39 "Exhibit A"

Form No. 554

CLTA Guarantee
Form No. 13 (2-1-68)

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the First Monday of March, 1972, the following described real property is vested in:

AUDREY DIXON BROWN

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

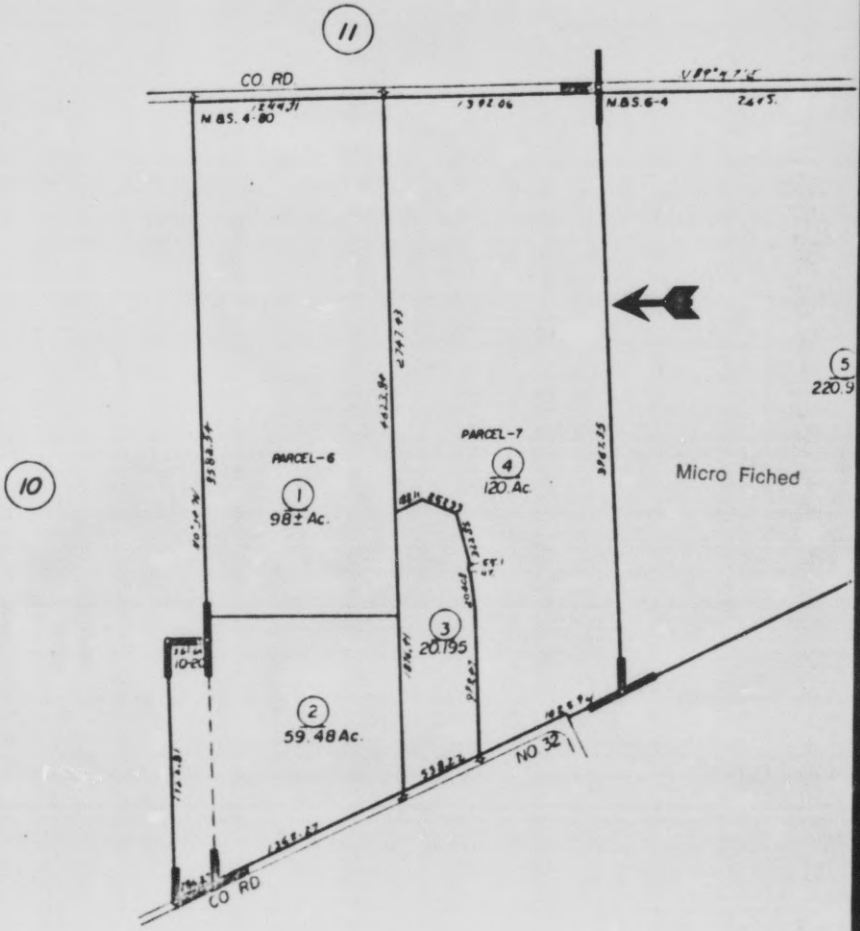
BEGINNING at the corner to fractional Section 8 and Section 9, Township 8 North, Range 1 East, M.D.B. & M., and the Northerly boundary of the Rancho Rio De Los Putos marked by a 3/4 inch square iron bar as shown on the Map of the Lands of Henry J. Hamel, et al., Maps and Surveys Book 4, Page 80, Yolo County Records; thence from said point of beginning along the Southerly line of Parcel 7 of said Hamel Lands and the Northerly boundary of the Rancho Rio De Los Putos South 65° 27' West 1025.94 feet; thence leaving the Southerly line of Parcel 7, North 0° 34' West 999.47 feet; North 07° 59' West 204.08 feet; North 14° 48' West 147.00 feet; North 05° 22' 25" East 55.10 feet; North 13° 19' 20" West 322.85 feet; North 65° 57' West 257.33 feet; and South 66° 01' 15" West 188.11 feet to the West line of Parcel 7, said Hamel Lands; thence along the West line of Parcel 7, North 0° 34' West 2747.43 feet to the Northwest corner thereof; thence along the North line of Parcel 7, North 89° 58' East 1392.06 feet to the Northeast corner thereof, the corner common to Sections 4, 5, 8 and 9, Township 8 North, Range 1 East, M.D.B. & M.; thence along the East line of Parcel 7, the section line common to Sections 8 and 9, South 01° 22' East 3967.35 feet to the point of beginning, containing 120.00 acres of land.

EXCEPTING therefrom a life estate in and to an undivided 1/2 interest in and to all oil, gas and other hydrocarbons, and minerals, now or at any time hereafter, situate therein and thereunder, together with easements and rights necessary, incidental, convenient or otherwise appurtenant to the exploration for, production, storage and transportation thereof, as reserved in deed recorded December 1, 1961 in Book 657 of Official Records at Page 457.

ASSESSOR'S PARCEL NO. 38-130-04 CODE AREA 86-004

Form No. 551.1

P[illegible]. RANCHO RIO DE L[illegible] PUTOS
T8N., R.1E.



M.B.S. Bk. 4, Pg. 77— F.E. Russel Estate Lands. (formerly 31-02)
M.B.S. Bk. 6, Pg. 4— Record of Survey. (formerly 31-02)
M.B.S. Bk. 4, Pg. 80— H.J. Hamel Lands. (formerly 31-02)
M.B.S. Bk. 10, Pg. 20— W.F. Singleton. (formerly 31-02)

NOTE -

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 22-284

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 19 72, by and between J. W. Powell and Esther Fern Powell, 102 Rio Vista Lane Red Bluff, Calif (mailing address) hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 76 by the County by Resolution No. 72-122, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

J. W. Powell

J. W. Powell

Esther Fern Powell

Esther Fern Powell

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 28, 1922, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers DEPUTY

STATE OF CALIFORNIA)

State of California
County of Yolo } ss.

Micro Fiched

On this 24 day of May A.D. 1972 before me, Russell Millsap a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared J. W. Powell and Esther Fern Powell

known to me to be the person whose name s are subscribed to the within Instrument, and acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

RUSSELL MILLSAP
NOTARY PUBLIC – CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires October 4, 1973

Notary Public in and for said County and State of California

My Commission expires October 4, 1973

Standard Form 11—ACKNOWLEDGMENT—General

GUARANTEE

68 28406

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65900 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

RUSSELL MILLSAP,
Attorney at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 1, 1972 at 5:00 p.m. , in the County of Yolo, State of California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R.H. Morton President

By John W. Jones Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve # 76 "Exhibit B"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 65900 Effective Date: June 1, 1972 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

Title Vests: J. W. Powell and Esther Fern Powell, husband and wife, as community property, by deed dated August 1, 1963.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Micro Fiched

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1:

Lots 16 and 24 of Guinda Colony Tract, according to the official plat thereof, filed in the office of the Recorder of Yolo County, California, on July 13, 1892, in Book 1 of Maps, at page 47.

PARCEL 2:

Block 17, Guinda Colony Tract, according to theofficial plat thereof, filed in the office of the Recorder of Yolo County, California, on July 13, 1892 in Book 1 of Maps, at page 47.

NOTE: The Yob County Assessor designates the herein described property on their 1971-72 Assessment Roll as Assessors Parcel No. 18-461-11, Code ARea 63-040.

NOTE: This Grarantee is limited to the above described property.

Micro Fiched

M.B. Bk. 2, Pg. 31 – Resurvey of Block 26 Guinda Colony
M.& S. Bk. 1, Pg. 47 – Block 26, Guinda Colony

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 22-285

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 19 72, by and between James Faris Spurgeon & Adelaide V. Grubbs, 633-35th Street, Sacramento, California 95816 (mailing address) hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 12 by the County by Resolution No. 22-122, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Dudley Hopkins
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

James Faris Spurgeon

Adelaide V. Grubbs

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 28, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara J. Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF ~~YOLO~~ Sacramento)

On this 14th day of June, 1972, before me the undersigned ~~County Clerk~~ Notary Public of the County of ~~Yolo~~ Sacramento, personally appeared James Faris Spurgeon and Adelaide Vrooks known to me to be the person(s) whose names is are subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 14th day of June, 1972.

Dorothy R. Taylor
~~LAURENCE P. HENIGAN, COUNTY CLERK~~
Notary Public

DOROTHY R. TAYLOR
NOTARY PUBLIC
County of Sacramento
State of California
My Commission expires Oct. 26, 1973

CLTA Guarantee
(2-1-68)

AGRICULTURAL PRESERVE REPORT

FEE FOR GUARANTEE $ 40.00 LIABILITY $ 100.00 ORDER No. 36414-B

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

Micro Fiched

GUARANTEES

JOHN T. FOSTER

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated May 19, 1972 at 7:00 o'clock a.m.

TRANSAMERICA TITLE INSURANCE COMPANY

N. B. Singer

by N.B. SINGER — Assistant Secretary for the Company

addition to Preserve # 12 "Exhibit A"

Form No. 856

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the First Monday of March, 1972, the following described real property is vested in:

JAMES FARIS SPURGEON AND ADELAIDE V. GRUBBS,

AS JOINT TENANTS

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

The East ½ of the Northeast ¼ of Section 34, T.9N.,R.1W.,MDB&M, as described in the Deed to James F. Spurgeon, etux, dated May 5, 1954 and recorded May 5, 1954 in Book 421 at Page 529, Official Records of Yolo County, excepting that portion of the above parcel of land lying Easterly from the following described line:

Micro Fiched

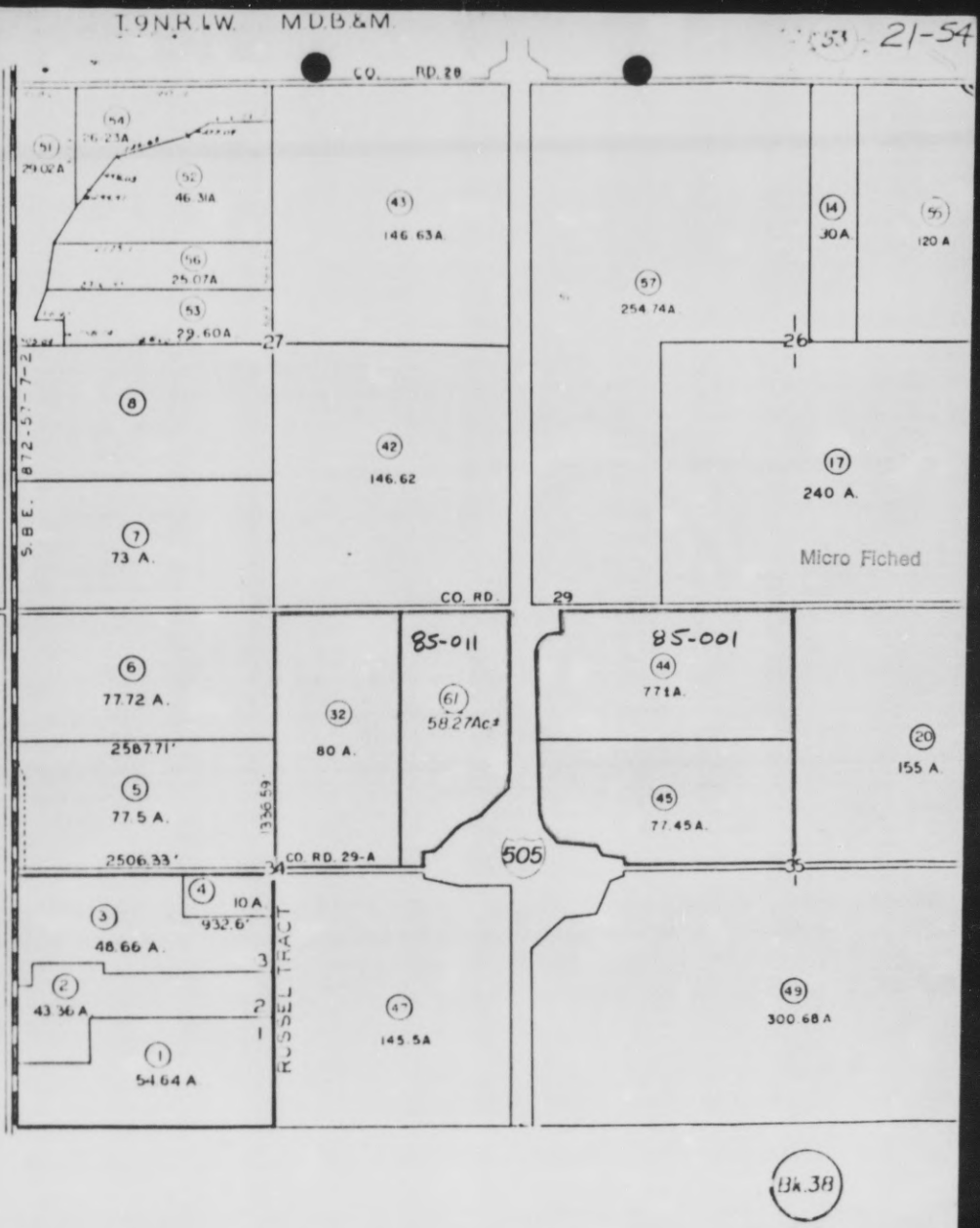
Beginning at a point distant N.21°48'04" W. 2,804.14 feet from the Southeast corner of said Section 34, said point is also distant 900.54 feet Westerly, measured at right angles from Engineer's Station "A_3"212+16.20 of the base line of the Department of Public Works Survey from Solano County Line to 2-3/4 miles North of Madison, Road III-Yol-90-A (The California State Zone II coordinates of said point of beginning are X=2, 012, 779.73 and Y=334, 079.95); thence from said point of beginning (1) N.00°26'13" E. 100.00 feet; thence (2) N.78°34'10" E.146.48 feet; thence (3) N.23°00'00" E. 334.83 feet; thence (4) N.74°12'00" E. 311.57 feet; thence (5) N.33°59'19" E. 354.46 feet; thence (6) N.03°34'33" E. 477.29 feet; thence (7) N. 00°15'02" W. 1,328.00 feet; thence (8) N. 00°15'02" W. 128.00 feet to a point distant 92.00 feet Westerly, measured at right angles from Engineer's Station "A_3"239+61.00 of said base line and Survey.

Also excepting therefrom:

That portion of the East ½ of the Northeast ¼ of Section 34, T.9N., R.1W., MDB&M, lying Westerly from the line described in Deed recorded February 9, 1959 in Book 563 at Pages 256 of Official Records of Yolo County, and Easterly from the line described as follows:

Beginning at a point on Course (7) as said course is numbered and described in said deed recorded February 9, 1959 distant N. 00°15' 02" W. 137.84 feet from the Southerly terminus thereof, said point also being distant 92.00 feet Westerly, measured at right angles to the base line at Engineer's Station "A_3"226+42.84 of the Department of Public Works' Survey on Road 03-Yol-505 from Post Mile 0.0 to Post Mile 15.6; thence from said point of beginning S. 04°37'27" W. 538.80 feet; thence along a curve to the right with a radius of 550.00 feet, through an angle of 40°51'38", an arc distance of 392.23 feet; thence S. 45°29'05" W. 160.88 feet to a point distant 417.12 feet Westerly, measured at right angles to said base line at Engineer's

Assessors Parcel No. 21-540-61 Code Area 86-011


T.9N.R.1W. M.D.B.&M.
21-54
CO. RD. 28
(54) 26.23A
(51) 29.02A
(52) 46.31A
(43) 146.63A
(56) 25.07A
(53) 29.60A
27
(8)
(42) 146.62
(7) 73 A.
S.B.E. 872-57-7-2
CO. RD.
(14) 30A.
(55) 120 A
(57) 254.74A
26
(17) 240 A.
Micro Fiched
29
85-011
85-001
(6) 77.72 A.
(32) 80 A.
(61) 5827Ac±
(44) 77.1A.
(20) 155 A.
2587.71'
(5) 77.5 A.
336.59
(45) 77.45A.
2506.33'
34
CO. RD. 29-A
505
35
(4) 10 A
932.6'
(3) 48.66 A.
3
(2) 43.36 A.
2
1
(1) 54.64 A
RUSSEL TRACT
(47) 145.5A
(49) 300.68 A
Bk.38

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 22-286

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 1972, by and between LLOYD M. EVELAND, FELIX KARRER and KATHRYN KARRER 68 X Taylor Way, Sacramento, California

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No.26 by the County by Resolution No. 72-123, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

X _____

X _____

X _____

X _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 28, 1922, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rae Lyons
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this June 16, 1972, before me the undersigned, ~~County Clerk~~ Notary Public, County of Yolo, personally appeared LLOYD M. EVELAND, FELIX KARRER & KATHRYN KARRER, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 16th day of June, 1972.

WANDA L. SKELLCHOCK
Notary Public ▲ California
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 2, 1975

Wanda L. Skellchock
NOTARY PUBLIC

(Rev. 4-71)

GUARANTEE

68 28393

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65776 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Rodegerdts, Means, Northup and Estey
Attorneys at Law

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 7, 1972 at 5:00 p.m. , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

By R H Morton President

By Secretary

CLTA GUARANTEE FACE PAGE - 1967

addition to Reserve #28 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 65776 Effective Date: May 7, 1972 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

Title Vests: Lloyd M. Eveland, an undivided 1/2 interest; and Felix Karrer and Kathryn Karrer, husband and wife, as Joint Tenants, an unvidided 1/2 interest.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

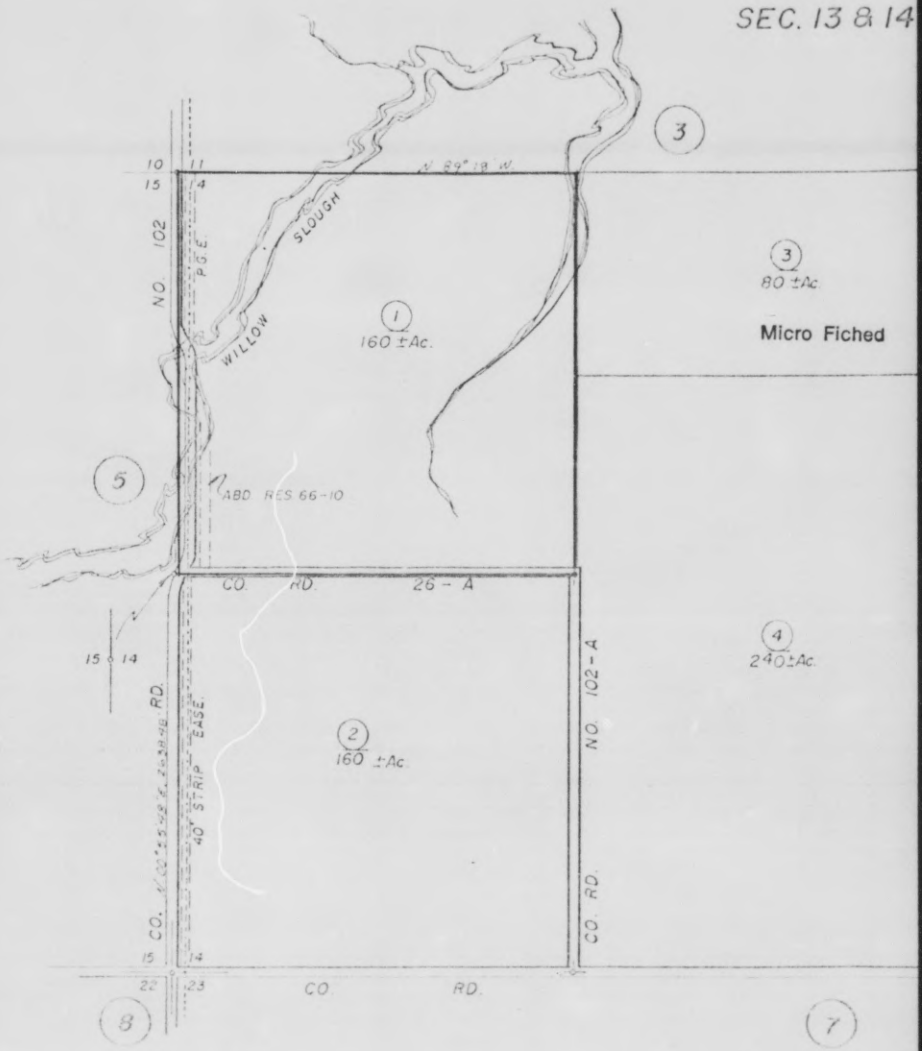
The Northwest Quarter (NW1/4) of Section 14, Township 9 NOrth, Range 2 East, M.D.B.&M.

Micro Fiched

Note: The Yolo County Assessor designates the herein described property on their 1971-72 tax roll as Assessors Parcel No. 42-060-01.

Note: This Guarantee is limited to the above described property.

SEC. 13 & 14



S.L.S. 800 - Bk. D, Pg. 199
U.S.G.S. T.9N., R.2E., - Pg. 41-687

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 72-282

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 19 72, by and between Frank K. Leathers Rt. 2, Box 735 Woodland, Calif. 95695 (mailing address) hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 3 by the County by Resolution No. 72-128, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY: _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Frank Leathers

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 28, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

Micro Fiched

State of California
County of Yolo ss
On 6-15-72, before me, the undersigned Notary Public in and for said County and State, personally appeared Jacob Feathers known to me to be the person(s) described in and whose name(s) is subscribed to the within instrument, and acknowledged to me that he executed the same.
My commission expires: 6-23-74

Rita Story
Yolo Co. Calif.
Notary Public in and for said County and State

RITA STORZ
NOTARY PUBLIC - California
COUNTY OF YOLO
MY COMMISSION EXPIRES JUNE 23, 1974

LAURENCE P. HENIGAN, COUNTY CLERK

(Rev. 4-71)

GUARANTEE

68 29372

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 68021 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

FRANK LEATHERS

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 7, 1972 at 5:00 pm, in the County of Yolo, State of Calif.

WESTERN TITLE INSURANCE COMPANY

Countersigned: Clint Gray
Vice President

By R.S. Mellon President

By J. W. Peters Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve #3 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 66021 Effective Date: June 7, 1972 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1971 , with respect to the name(s) of

Title herein described property vests in : FRANK LEATHERS

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

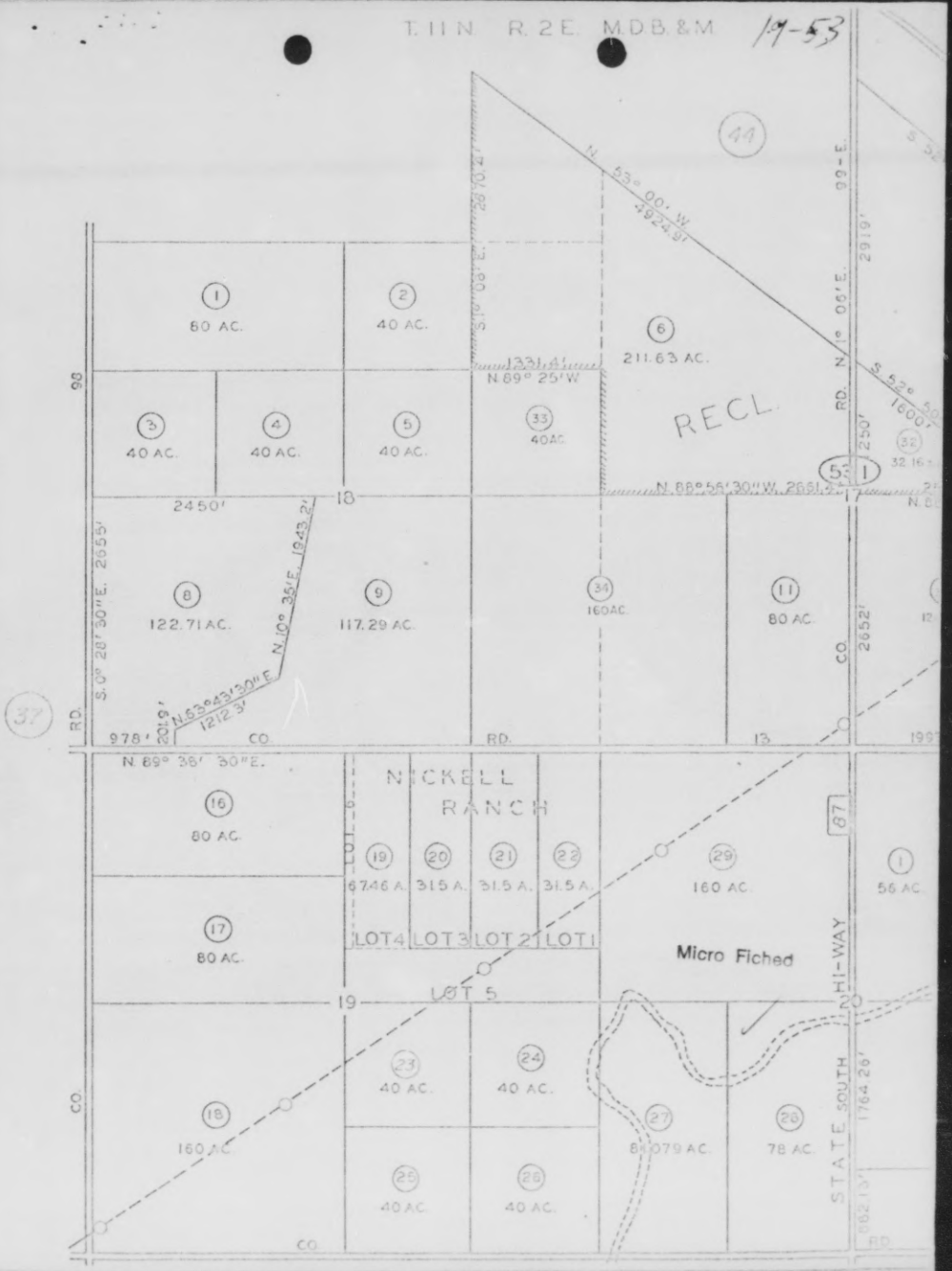
Micro Fiched

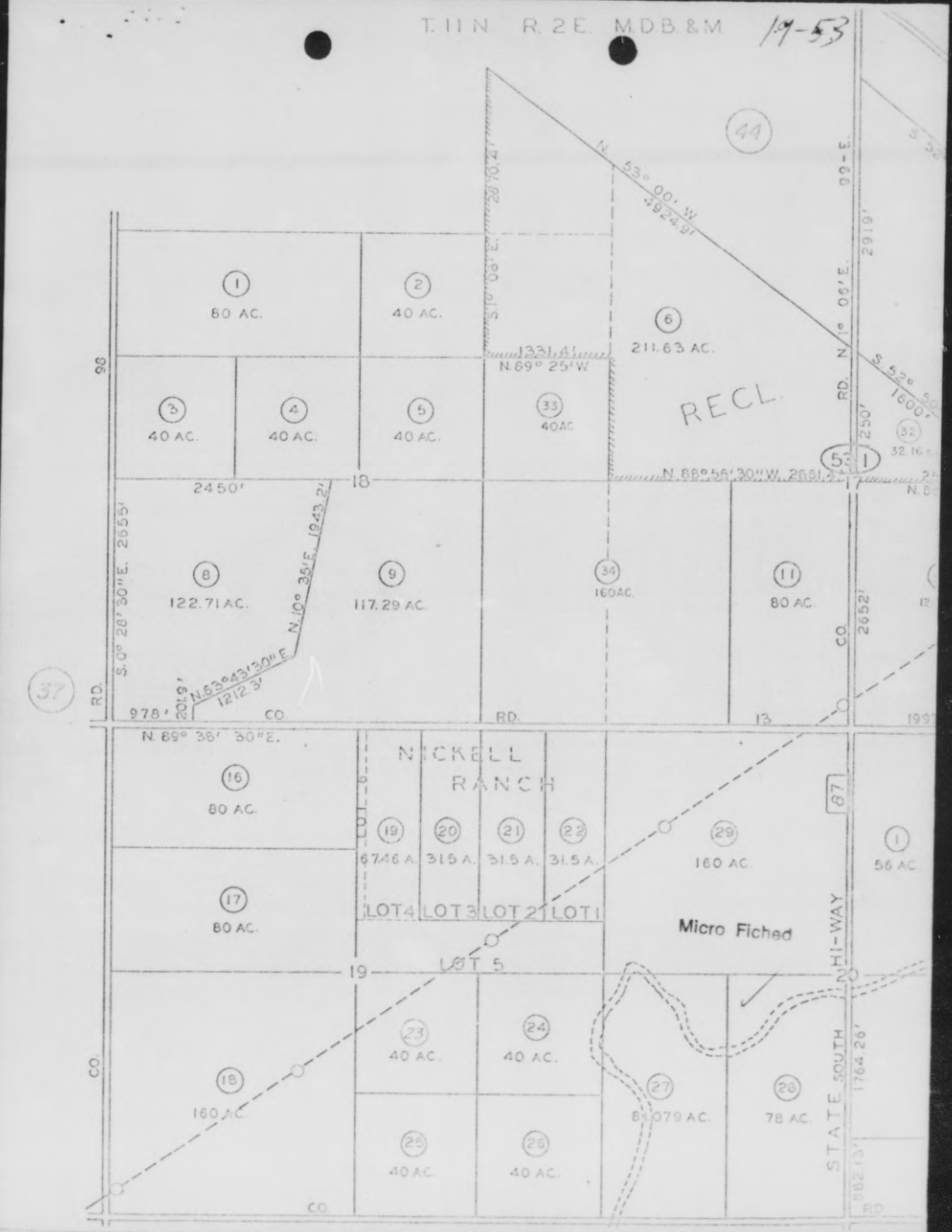
All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: Commencing at a point in the line running East and West through the center of Section Twenty (20) Township Eleven (11) North, Range Two (2) East, M.D.M., said point of beginning being marked by an iron rod, and East 1780.26 feet from the quarter corner in the West line of said Section 20, and running thence East along the said line running East and West through the center of said Section 20, 890.13 feet to an iron stake marking the center of said Section 20; thence South down and along the line running North and South through the center of said Section 20, 2646.4 feet to an iron rod marking the quarter corner in the South line of said Section 20; thence West along the South line of said Section 20, 890 feet to an iron rod; thence North 2646.7 feet to the point of beginning, and containing 54.067 acres of land, more or less.

PARCEL 2: Commencing at a point on the line running East and West through the center of Section 20, Township 11 North,, Range 2 East, M.D.B. & M., said point of beginning being marked by an iron rod, and East 890.13 feet from the quarter common to the West line of said Section 20, and running thence East along the said line running East and West through the center of said Section 20, 890.13 feet to an iron rod; thence South 2646.7 feet to the point of intersection with the South line of said Section 20, said point being marked by an iron rod, and East 1780 feet from the Southwest corner of said Section 20; thence West along the South line of said Section 20, 890 feet to an iron rod; thence North 2647 feet to the point of beginning, containing 54.073 acres, more or less.

EXCEPTING THEREFROM THE West 27 acres thereof, conveyed by Robert H. Leathers, and wife, to Addie Crane, by deed dated December 11, 1916, recorded December 11, 1916, in Book 88 of Deeds, at page 531.


T. 11 N. R. 2 E. M.D.B.&M.
1-9-53
44
1
80 AC.
2
40 AC.
6
211.63 AC.
RECL.
3
40 AC.
4
40 AC.
5
40 AC.
33
40AC.
32
32.16 AC.
N. 89° 25' W.
N. 88°56'30" W. 2661.2'
2450'
18
8
122.71 AC.
9
117.29 AC.
34
160AC.
11
80 AC.
37
S. 0° 28' 30" E. 2655'
N. 10° 35' E. 1943.2'
N. 63°43'30" E. 1212.3'
201.9'
978'
CO. RD.
N. 89° 38' 30" E.
16
80 AC.
17
80 AC.
NICKELL RANCH
LOT 6
19
67.46 A.
20
31.5 A.
21
31.5 A.
22
31.5 A.
LOT 4
LOT 3
LOT 2
LOT 1
LOT 5
19
29
160 AC.
1
56 AC.
87
HI-WAY
Micro Fiched
18
160 AC.
23
40 AC.
24
40 AC.
25
40 AC.
26
40 AC.
27
84.079 AC.
28
78 AC.
STATE
SOUTH
1764.26'
CO.
RD.
S. 52° 50' E. 1600.7'
N. 63° 00' W. 4924.8'
S. 0° 28' 30" E. 2650.2'
N. 0° 05' E. 2919'
250'
2652'


T. 11 N. R. 2 E. M.D.B.&M.
19-53
44
1
80 AC.
2
40 AC.
3
40 AC.
4
40 AC.
5
40 AC.
6
211.63 AC.
33
40AC.
RECL.
N. 63° 00' W. 4924.9'
N. 1° 06' E. 2919'
S. 52° 50' E. 1600'
N. 89° 25' W. 1331.4'
N. 89° 56' 30" W. 2651.9'
2450'
18
8
122.71 AC.
9
117.29 AC.
34
160AC.
11
80 AC.
S. 0° 28' 30" E. 2655'
N. 10° 36' E. 1943.2'
N. 63° 43' 30" E. 1212.3'
978'
N. 89° 38' 30" E.
2652'
37
RD.
CO.
16
80 AC.
17
80 AC.
NICKELL RANCH
LOT 6
19
67.46 A.
20
31.5 A.
21
31.5 A.
22
31.5 A.
LOT 4
LOT 3
LOT 2
LOT 1
LOT 5
19
29
160 AC.
87
1
56 AC.
Micro Fiched
HI-WAY
STATE SOUTH
1764.26'
18
160 AC.
23
40 AC.
24
40 AC.
25
40 AC.
26
40 AC.
27
81.079 AC.
28
78 AC.

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 72-288

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 1972, by and between RUDOLPH H. VOLZ
4816 CRESTWOOD WAY
SACRAMENTO, CALIF. 95822
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 83 by the County by Resolution No. 72-123, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Dudley D. Graham
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Rudolph Harry Voss

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 28, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA,
County of YOLO } ss.

Micro Fiched

On this 19th day of June in the year one thousand nine hundred and seventy two before me, WANDA L. SKELLCHOCK, a Notary Public, State of California, duly commissioned and sworn, personally appeared RUDOLPH HARRY VOLZ

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

WANDA L. SKELLCHOCK
Notary Public ▲ California
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 3, 1975

Wanda L. Skellchock
Notary Public, State of California.

My Commission Expires

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1190a)

PRELIMINARY REPORT

WESTERN TITLE GUARANTY COMPANY

YOLO COUNTY DIVISION

MAIN OFFICE
2ND AND COURT STREETS
P.O. BOX 372
WOODLAND, CALIFORNIA 95695
662-2883

DAVIS OFFICE
2ND AND E STREETS
P.O. BOX 410
DAVIS, CALIFORNIA 95616
756-0322

Your No. 65786-A

Our No. 247379-RY

In response to the above referenced application for a policy of title insurance, WESTERN TITLE GUARANTY COMPANY YOLO COUNTY DIVISION hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a California Land Title Association Standard Coverage form Policy of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy form.

This report (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Micro Fiched

Dated at ~~Woodland~~ on June 9, 1972 at 5 p.m.

Vice President

The estate or interest in the land described herein and which is covered by this report is:

"a fee"

Title to said estate or interest at the date hereof is vested in:

Rudolph Harry Volz

Said land is situated in the City of
State of California, and is described as follows:

County of Yolo

See description page attached

Addition to Reserve #83 "Exhibit A"

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

1. 1972-73 taxes, including possible personal property taxes, now a lien, but not yet due or payable.

2. Taxes for the year 1971-72: Assessment Parcel No. 43-160-22 ~~16-260-23~~, Code Area 58-002.
Assessed valuation of Land: $27,750.00 1st Installment: $1063.93 paid
Rate: 7.608 2nd Installment: 1063.93 paid

3. All taxes, assessments and obligations of:
(a) Sacramento and San Joaquin Drainage District. All assessments affecting this property have been paid.
(b) Reclamation District No. 999. Secretary: G. W. Huhn, Clarksburg, California.

4. Easements for roads, ditches, canals as shown on the recorded map of Holland Land Co. Subdivision No. 6.

Micro Fiched

5. A perpetual right of way and easement for the purpose of constructing, maintaining and operating all levees, drainage and other reclamation works, granted by Holland Land Company, a corporation, to Reclamation District No. 999, by deed dated March 5, 1921, recorded March 10, 1921, in Book 100 of Deeds, at page 371.

6. Right of way for poles and wires and rights incidental thereto, granted to Great Western Power Company of California, a corporation, by deed dated December 8, 1923, and recorded in Book 105 of Deeds, at page 460. The exact location of said right of way is not disclosed of record.

7. Reservations and covenants, pertaining to right of way and easements for roads, ditches, as public utilities contained in deed from Holland Land Company, a corporation to Rudolph Harry Volz, dated December 1, 1934, recorded February 23, 1935, in Book 71 of Official Records, at page 405.

8. Quitclaim Deed from Holland Land Company, a corporation, to Reclamation District No. 999, quitclaiming all right, title and interest of Holland Land Company in and to any rights of way or easements whether appurtenant, in gross or prescriptive which may have been acquired by said company over and upon any lot in Holland Land Co. Subdivisions No. 2 through 10-A, dated August 29, 1965, recorded September 8, 1965, in Book 807 of Official Records, at page 177.

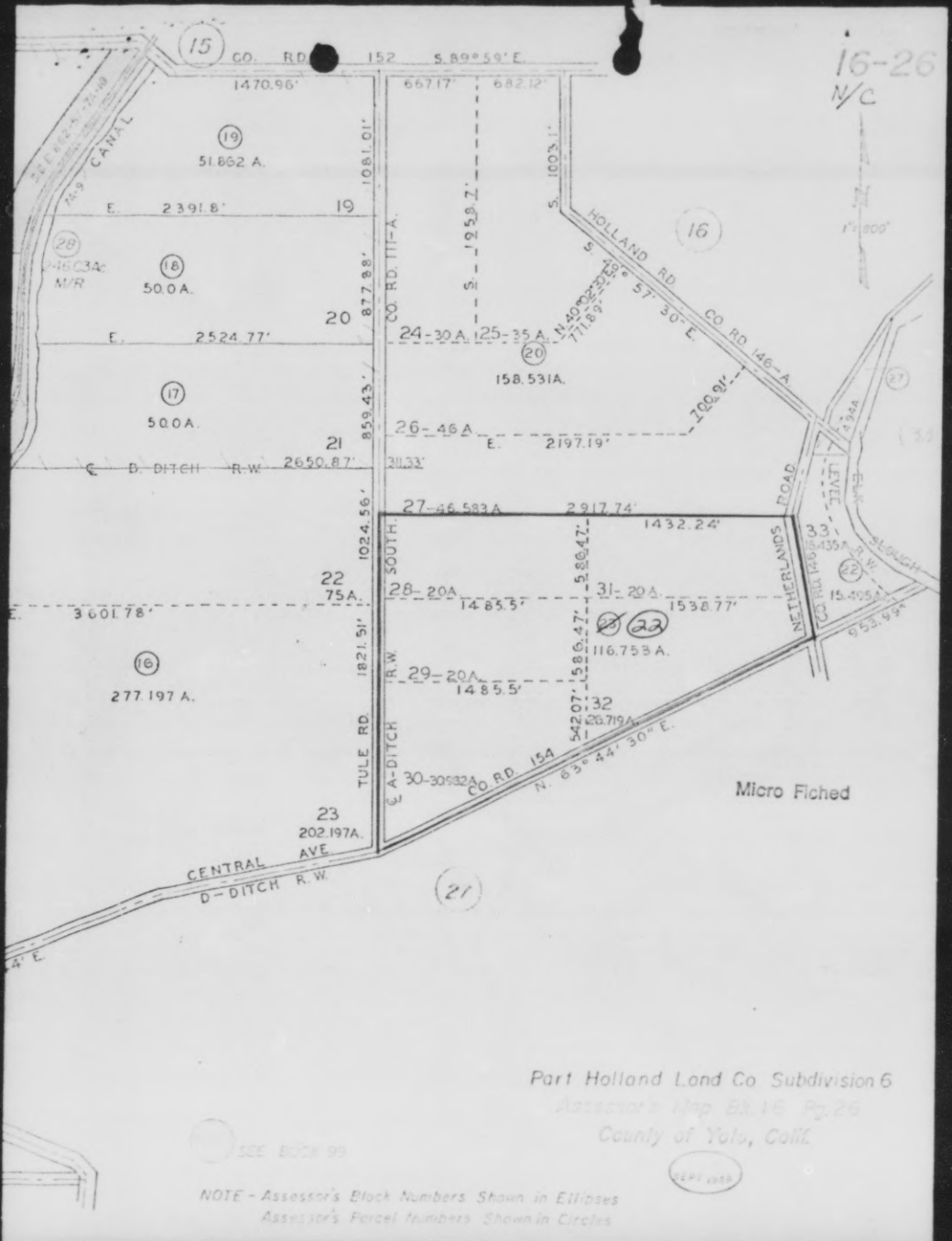
DESCRIPTION PAGE OF PRELIMINARY REPORT-ORDER NO. 65786

The land referred to in this report is situated in the State of California, County of Yolo and is described as follows:

All that portion of Lots 27, 28 and 31, and all of Lots 29, 30 and 32, as said lots are delineated and described on that certain map entitled "Holland Land Company Subdivision No. 6, Yolo County, California", which map was, on February 17, 1921, recorded in the office of the County Recorder of Yolo County, California in Map Book 3 at page 44, and more particularly described as follows:

BEGINNING at the Southeast corner of said Lot 32; thence South 63° 44' 30" West 3440.94 feet to the Southwest corner of said Lot 30, said Southwest corner also being marked by a concrete monument designated as "CA 3"; thence North on the West line of said Lot 30 and said Lots 27,28, 29 2451.28 feet to a point; thence South 89° 18' 40" East, 2923.67 feet to the Easterly line of said Lot 31; thence along the Easterly line of said Lots 31 and 32, South 10° 17' 45" East, 908.43 feet to the point of beginning, containing 116.75 acres.

Micro Fiched



Part Holland Land Co Subdivision 6
Assessor's Map Bk. 16 Pg. 26
County of Yolo, Calif.

SEE BOOK 99

SEPT 1958

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

AGREEMENT NO. 22-129

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 19 72, by and between R. EUGENE H. VOLZ & ANN M. VOLZ
4828 CRESTWOOD WAY
SACRAMENTO, CALIF. 95822
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 83 by the County by Resolution No. 22-129, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 28, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Deputy

STATE OF CALIFORNIA
County of Sacramento } ss.

Micro Fiched

On June 16, 1972, before me, the undersigned a Notary Public, in and for said State, personally appeared Rudolph Harry Volz aka R. H. Volz and Ann M. Volz known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that t he y executed the same.

My commission expires

Daniel S. Buhler
Notary Public

DANIEL S. BUHLER
NOTARY PUBLIC
SACRAMENTO COUNTY, CALIFORNIA
My commission expires April 6, 1974

LAURENCE P. HENIGAN, COUNTY CLERK

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

1. 1972-73 taxes, including possible personal property taxes, now a lien, but not yet due or payable.

2. Taxes for the year 1971-72: As to Parcel 1: Assessment Parcel No. ~~16-302-10~~ 43-100-11, Code Area 58-009.
Assessed valuation of Land: $21,400.00 1st Installment: $805.92 paid
Rate; 7.472 2nd Installment: 805.92 paid

Assessment Parcel No. ~~16-302-09~~ 43-100-12, Code Area 58-002
Assessed valuation of Land: $46,250.00 1st Installment: $1982.44 paid
Improvements: 5,500.00 2nd Installment: 1982.44 paid
Rate: 7.608

Micro Fiched

3. All taxes, assessments and obligations of:
(a) Sacramento and San Joaquin Drainage District. All assessments affecting this property have been paid.
(b) Reclamation District No. 999. Secretary: G. W. Huhn, Clarksburg, California.

4. Easements for roads, ditches, canals as shown on the recorded map of Holland Land Co. Subdivision No. 7.

5. A perpetual right and easement and rights incidental thereto, granted by Holland Land Company, a corporation, to Reclamation District No. 999, by deed dated August 17, 1916, recorded August 26, 1916, in Book 90 of Deeds, at page 338. (Affects a strip bordering Elk Slough along East line of the herein described property.)

6. A perpetual right and easement and rights incidental thereto granted by J. W. Hollenbeck and Mary J. Hollenbeck, his wife, to Reclamation District No. 999, by deed dated August 28, 1916, recorded September 1, 1916, in Book 90 of Deeds, at page 346. (Affects a strip bordering Elk Slough along the East line of the herein described property.)

7. Right of way and rights incidental thereto, granted by J. W. Hollenbeck to Reclamation District No. 999, by deed dated November 21, 1918, recorded December 17, 1918, in Book 95 of Deeds, at page 26. (Affects a strip 25 feet in width along the Northerly boundary of a portion of the herein described property.)

8. Rights of way and reservations pertaining to roads and ditches as contained in deed executed by Holland Land Company, a corporation, to J. W. Hollenbeck, dated January 31, 1919, recorded February 13, 1919, in Book 95 of Deeds, at page 106.

9. A perpetual right of way and easement for the purpose of constructing, maintaining and operating all levees, drainage and other reclamation works, granted by Holland Land Company, a corporation, to Reclamation District No. 999, by deed dated March 5, 1921, recorded March 10, 1921, in Book 100 of Deeds, at page 371.

10. Right of way and rights incidental thereto, granted by J. W. Hollenbeck to Great Western Power Company of California, a corporation, by deed dated April 11, 1922, recorded June 1, 1922, in Book 104 of Deeds, at page 117. (The location of said right of way is not disclosed of record.)

11. Right of way and rights incidental thereto, granted by J. W. Hollenbeck to Reclamation District No. 999, by deed dated April 2, 1930, recorded June 26, 1930, in Book 15 of Official Records, at page 328. (As to ditches, designated as F-2 and F-3, 25 feet in width along the Southerly and Easterly boundaries of the herein described property.

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12. Right of way and rights incidental thereto, granted by J. W. Hollenbeck to Great Western Power Company of California, a California corporation, by deed dated May 11, 1926, recorded December 15, 1926, in Book 113 of Deeds, at page 211. (Along the Northerly line of the herein described property.)

13. Quitclaim Deed from Holland Land Company, a corporation, to Reclamation District No. 999, quitclaiming all right, title and interest of Holland Land Company in and to any rights of way or easements whether appurtenant, in gross or prescriptive which may have been acquired by said company over and upon any lot in Holland Land Co. Subdivisions No. 2 through 10-A, dated August 29, 1965, recorded September 8, 1965, in Book 807 of Official Records, at page 177.

14. Deed of Trust for $266,550.00, executed by Moss and Barron Land Company, a corporation, trustor, to C. E. O'Neill, trustee, and Peter Schmidl and Lucinda M. Schmidl, his wife, as joint tenants, beneficiary, dated March 31, 1966, recorded April 25, 1966, in Book 826 of Official Records, at page 13.

DESCRIPTION PAGE OF PRELIMINARY REPORT-ORDER NO. 65786

The land referred to in this report is situated in the State of California, County of Yolo and is described as follows:

A parcel of land consisting of portions of Swamp Land Surveys Nos. 651, 983, 989, and of No. 3498, more particularly described as follows:

BEGINNING at the Northeast corner of Lot 2 of Holland Land Co. Subdivision No. 7, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on January 19, 1921, in Book 3 of Maps, at page 37; thence along the East line of said Lot 2 and of Lot 3 and 4 of said Subdivision, South 3537.50 feet; thence along the North line of Lots 4,6 and 5 of said Subdivision, East 3429.00 feet to the center of Elk Slough, North 24° 27' West, 99.94 feet; thence North 14° 24' West, 337.60 feet; thence North 2° 02' East, 339.20 feet thence North 21° 20' East, 136.80 feet; thence North 33° 14' East 192.00 feet; thence North 58° 05' East, 259.20 feet; thence North 83° 40' East 245.66 feet; to the Southwest corner of Lot No. 1 of said Subdivision, thence along West line of Lot 1, North 2205.90 feet to the Northwest corner of said Lot No. 1, in the South line of the County Road known as Netherlands Road; thence along the South line of said road, West 1288.70 feet; thence continuing along the Southerly line of said road, North 87° 21' West, 2649.00 feet to the point of beginning.

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DESCRIPTION PAGE OF PRELIMINARY REPORT-ORDER NO. 65786

The land referred to in this report is situated in the State of California, County of Yolo and is described as follows:

A parcel of land consisting of portions of Swamp Land Surveys Nos. 651, 983, 989, and of No. 3498, more particularly described as follows:

BEGINNING at the Northeast corner of Lot 2 of Holland Land Co. Subdivision No. 7, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on January 19, 1921, in Book 3 of Maps, at page 37; thence along the East line of said Lot 2 and of Lot 3 and 4 of said Subdivision, South 3537.50 feet; thence along the North line of Lots 4, 6 and 5 of said Subdivision, East 3429.00 feet to the center of Elk Slough, North 24° 27' West, 99.94 feet; thence North 14° 24' West, 337.60 feet; thence North 2° 02' East, 339.20 feet thence North 21° 20' East, 136.80 feet; thence North 33° 14' East 192.00 feet; thence North 58° 05' East, 259.20 feet; thence North 83° 40' East 345.66 feet; to the Southwest corner of Lot No. 1 of said Subdivision, thence along West line of Lot 1, North 2205.90 feet to the Northwest corner of said Lot No. 1, in the South line of the County Road known as Netherlands Road; thence along the South line of said road, West 1288.70 feet; thence continuing along the Southerly line of said road, North 87° 21' West, 2649.00 feet to the point of beginning.

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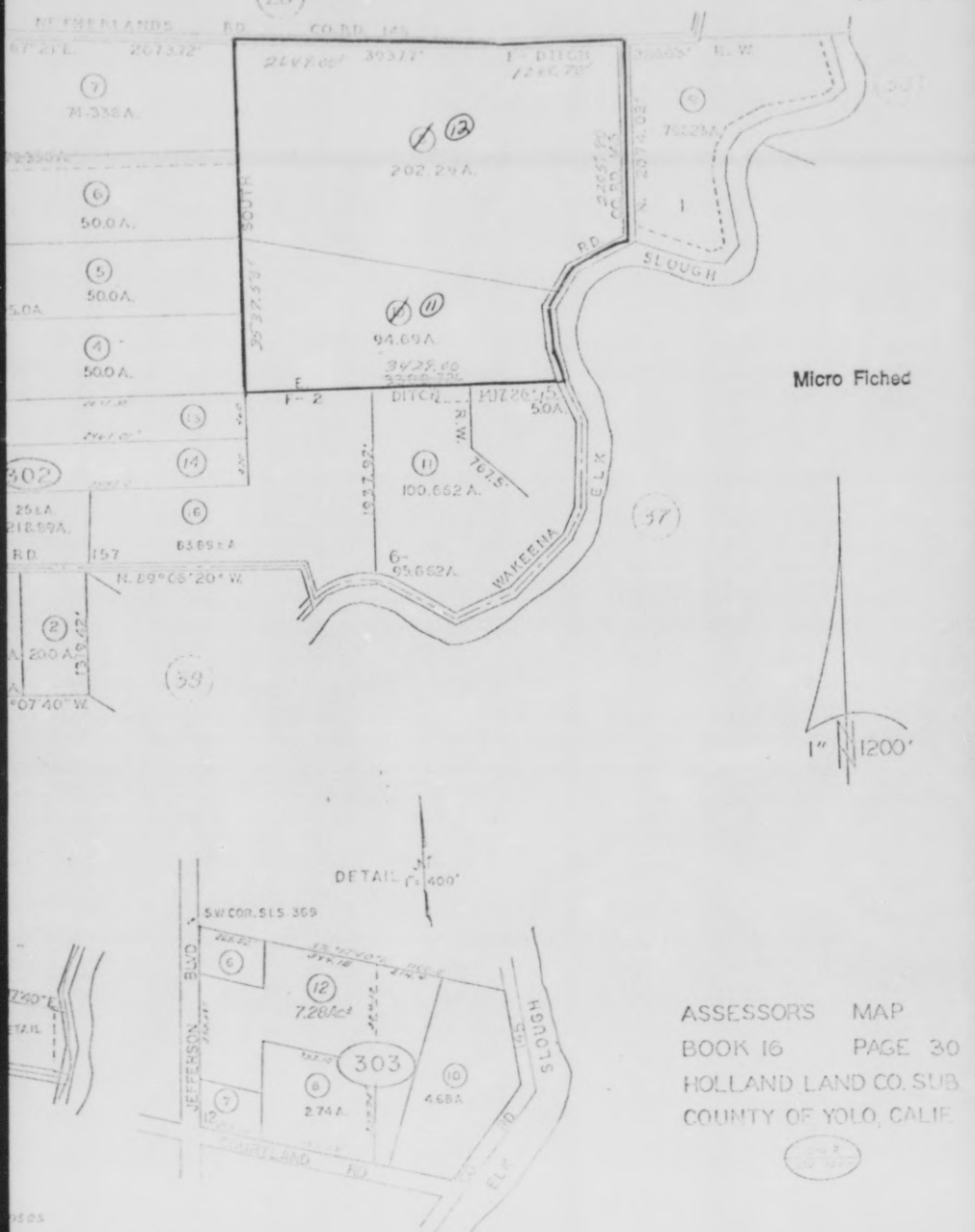

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ASSESSORS MAP
BOOK 16 PAGE 30
HOLLAND LAND CO. SUB
COUNTY OF YOLO, CALIF.

SEPT 1950

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 72-290

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 19 72, by and between John P. Foster & Marguerite B. Foster

1404 Jimeno Lane, Woodland, California 95695
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 21 by the County by Resolution No. 72-123, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY J. DUDLEY STEPHENS
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

John D. Foster

Marguerite B. Foster

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19____, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

OF CALIFORNIA
TY OF YOLO } SS

Micro Fiched

ON JUNE 19, 1972, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOHN T. FOSTER AND MARGUERITE B. FOSTER

known to me to be the person s whose names are subscribed to the within instrument, and acknowledged to me that t hey executed the same.

EVELYNN J. PUETT
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires March 24, 1976

Notary's Signature Evelynn J. Puett

Type or Print Notary's Name Evelynn J. Puett

GENERAL ACKNOWLEDGMENT
Form No. 16

CLTA Guarantee
Form No. 12-1-68

AGRICULTURAL PRESERVE REPORT

FEE FOR GUARANTEE $ 40.00 LIABILITY $ 100.00 ORDER No. 36414-C

TRANSAMERICA TITLE INSURANCE COMPANY

a corporation, herein called the Company,

Micro Fiched

GUARANTEES

JOHN T. FOSTER

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated May 19, 1972 at 7:00 o'clock a.m.

TRANSAMERICA TITLE INSURANCE COMPANY

N.B. Singer

by N.B. SINGER — Assistant Secretary for the Company

Adolation to Preserve #21 "Exhibit A"

Form No. 444

C.L.T.A. Guarantee
Form No. 15 (5-1-68)

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the First Monday of March, 1972, the following described real property is vested in:

JOHN T. FOSTER AND MARGUERITE B. FOSTER,

HIS WIFE, AS COMMUNITY PROPERTY.

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that certain real property situate, lying and being in the County of Yolo and State of California, described as follows:

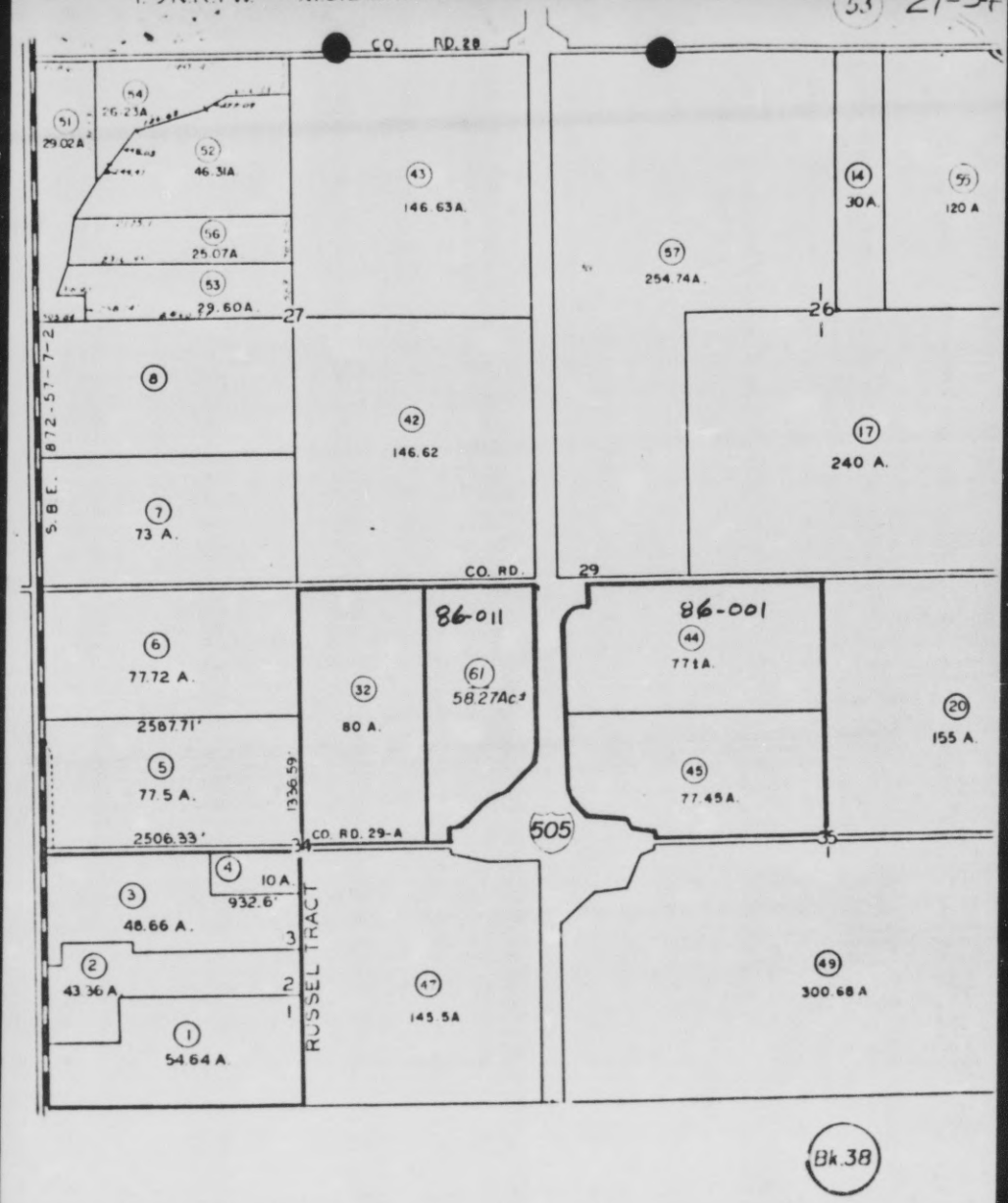
PARCEL 1: The North 1/2 of the Northwest 1/4 of Section 35, Township 9 North, Range 1 West, M.D.B. &M.

EXCEPTING therefrom that portion conveyed to the State of California, by Deed recorded May 23, 1958 in Book 542 of Official Records at Page 480 and by Deed recorded October 16, 1958 in Book 553 of Official Records at page 343.

PARCEL 2: The South 1/2 of the Northwest one-quarter (NW1/4) of Section Thirty-five (35), Township Nine (9) North Range One (1) West, M.D.B. & M.

EXCEPTING THEREFROM: A portion of the South 1/2 of the Northwest 1/4 of Section 35, Township 9 North, Range 1 West, M.D.B.&M. lying Westerly of the following described line; BEGINNING at a point distant N. 16° 19' 29" E. 2698.65 feet from the Southwest corner of said Section 35, said point is also distant 899.33 feet Easterly measured at right angles from Engineer's Station "A_3"211+94.59 of the base line of the Department of Public Works 1955 Survey from Solano County Line to 2-3/4 miles North of Madson, road III-Yol-90,6-A,B,Win,D (The California State Zone II Coordinates for said point of beginning are X-2,014,579.59 and Y-334,066.22): Thence, from said point of beginning, N. 00°26'13" E. 100.00 feet; thence N. 81°39'32" W. 181.72 feet; thence N. 37° 57' 35" W. 85.50 feet; thence N. 89° 33' 50" W. 341.45 feet; thence N. 66° 03' 47" W. 120.46 feet; thence N. 25° 34' 24" W. 136.14 feet; thence N. 02° 46' 14" W. 285.27 feet; thence N. 01° 06' 35" W. 299.11 feet; thence N. 00° 15' 02" W. 450.04 feet to a point distant 142.00 feet Easterly measured at right angles from Engineer's Station "A_3"226+00.00 of the aforesaid base line survey.

PARCEL NUMBER 21-540-44 CODE AREA 86-001
PARCEL NUMBER 21-540-45 CODE AREA 86-001


T.9N.R.1W. M.D.B.&M.
CO. RD. 28
(54) 26.23A
(51) 29.02A
(52) 46.31A
(43) 146.63A.
(56) 25.07A
(53) 29.60A.
(14) 30A.
(55) 120 A
(57) 254.74A.
27
26
(8)
872-57-7-2
S.B.E.
(42) 146.62
(17) 240 A.
(7) 73 A.
CO. RD.
29
86-011
86-001
(6) 77.72 A.
2587.71'
(32) 80 A.
(61) 58.27Ac±
(44) 77±A.
(20) 155 A.
(5) 77.5 A.
1336.59'
2506.33'
CO. RD. 29-A
(45) 77.45A.
505
34
35
(4) 10 A.
932.6'
(3) 48.66 A.
(2) 43.36 A.
(1) 54.64 A.
RUSSEL TRACT
(47) 145.5A
(49) 300.68 A
Bk.38

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

AGREEMENT NO. 22-291

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 1972, by and between Irma Mae Fisher, John P. Foster, Marguerite B. Foster, 1404 Jimeno Lane Woodland, California 95695 (mailing address) hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 12 by the County by Resolution No. 22-128, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY J. DUDLEY STEPHENS
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Irma Mae Fisher

John P. Foster

Marguerite B. Foster

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 28, 1922, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)

STATE OF CALIFORNIA
COUNTY OF YOLO } SS

Micro Fiched

ON JUNE 19, 19 72 before me, the undersigned, a Notary Public in and for said County and State, personally appeared IMA MAE FISHER, JOHN T. FOSTER AND MARGUERITE B. FOSTER

EVELYNN J. PUETT
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires March 24, 1976

known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary's Signature Evelynn J. Puett

Type or Print Notary's Name Evelynn J. Puett

LAURENCE P. HENIGAN, COUNTY CLERK

GENERAL ACKNOWLEDGMENT
Form No. 16

(Rev. 4-71)

CLTA Guarantee
(2-1-69)

AGRICULTURAL PRESERVE REPORT

FEE FOR GUARANTEE $ 40.00 LIABILITY $ 100.00 ORDER No. 36414-A

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

Micro Fiched

GUARANTEES

JOHN T. FOSTER

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated May 19, 1972 at 7:00 o'clock a.m.

TRANSAMERICA TITLE INSURANCE COMPANY

N.B. Singer

by N.B. SINGER — Assistant Secretary for the Company

Adolition to Preserve #12 "Exhibit A"

Form No. 354

CLTA Guarantee
Form No. 15 (2-1-80)

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the First Monday of March, 1972, the following described real property is vested in:

IMA MAE FISHER, A MARRIED WOMAN,
AS TO AN UNDIVIDED ONE-HALF INTEREST;
AND
JOHN T. FOSTER AND MARGUERITE B. FOSTER,
HIS WIFE, AS COMMUNITY PROPERTY,
AS TO AN UNDIVIDED ONE-HALF INTEREST.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

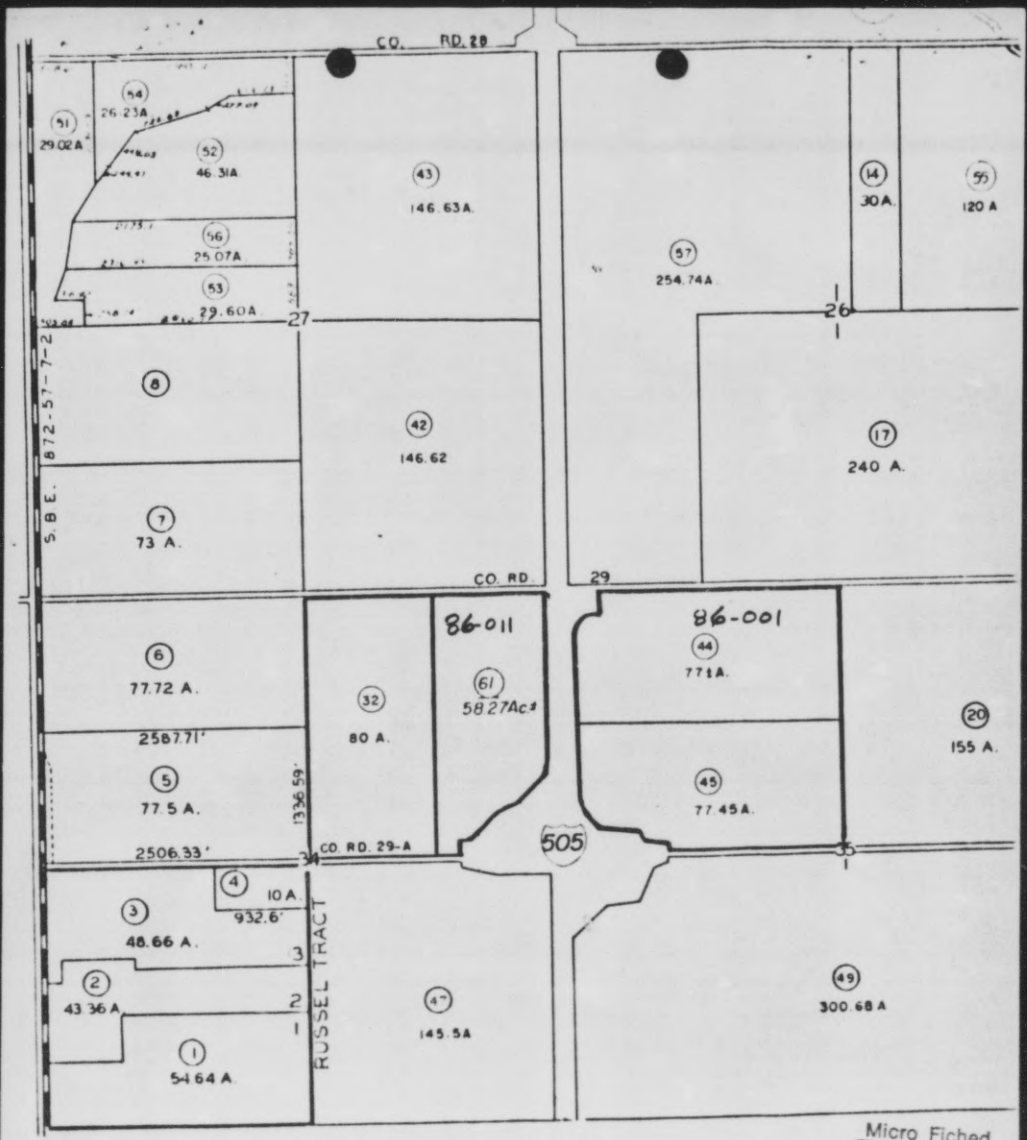
All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

Micro Fiched

The West one-half of the Northeast Quarter of Section 34, Township 9 North, Range 1 West, M.D.B.&M.

ASSESSOR'S PARCEL NO. 21-540-32 CODE AREA 86-011

Form No. 441-1


CO. RD. 28
54
26.23A
51
29.02A
52
46.31A
43
146.63A
56
25.07A
53
29.60A
27
872-57-7-2
S.B.E.
8
42
146.62
7
73 A.
CO. RD.
14
30A.
55
120 A
57
254.74A.
26
17
240 A.
29
86-011
86-001
6
77.72 A.
32
80 A.
61
5827Ac.
44
77±A.
20
155 A.
2587.71'
5
77.5 A.
1336.59'
2506.33'
CO. RD. 29-A
505
45
77.45A.
35
34
4
10A.
932.6'
3
48.66 A.
2
43.36A
1
54.64 A.
RUSSEL TRACT
47
145.5A
49
300.68 A
Micro Fiched
Bk.38

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 22-272

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 19 72, by and between Ina Mae Foster, John H. Foster, Marguerite B. Foster, 1484 Jimeno Lane, Woodland, California 95695 (mailing address) hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 3 by the County by Resolution No. 22-123, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Irma Mae Fisher

John T. Foster

Marguerite B. Foster

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 28, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers DEPUTY

STATE OF CALIFORNIA
COUNTY OF YOLO } SS

Micro Fiched

ON JUNE 19th, 19 72 before me, the undersigned, a Notary Public in and for said County and State, personally appeared IMA MAE FISHER, JOHN T. FOSTER AND MARGUERITE B. FOSTER

known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that t hey executed the same.

EVELYNN J. PUETT
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires March 28, 1976

Notary's Signature Evelynn J. Puett

Type or Print Notary's Name Evelynn J. Puett

GENERAL ACKNOWLEDGMENT
Form No. 16

LAURENCE P. HENIGAN, COUNTY CLERK

(Rev. 4-71)

CLTA Guarantee
(2-1-68)

AGRICULTURAL PRESERVE REPORT

FEE FOR GUARANTEE $ 40.00 LIABILITY $100.00 ORDER No. 36442

TRANSAMERICA TITLE INSURANCE COMPANY

a corporation, herein called the Company,

Micro Fiched

GUARANTEES

JOHN FOSTER

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated May 24, 1972 at 7:00 o'clock a.m.

TRANSAMERICA TITLE INSURANCE COMPANY

N.B. Singer

by N.B. SINGER Assistant Secretary for the Company

Addition to Preserve # 3 "Exhibit A"

Form No. 116

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the First Monday of March, 1972, the following described real property is vested in:

IMA MAE FISHER, A MARRIED WOMAN,
AS TO AN UNDIVIDED ONE-HALF INTEREST,
AND
JOHN T. FOSTER AND MARGUERITE B. FOSTER, HIS WIFE, AS COMMUNITY PROPERTY,
AS TO AN UNDIVIDED ONE-HALF INTEREST.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

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PARCEL ONE:

A tract or parcel of land located in the Southeast ¼ of Section 17, Township 11 North, Range 1 East, MDB&M, described as follows: Beginning at the intersection of the East line of said Section 17 and the Easterly right of way line of the Southern Pacific Railroad, said point bears North 0°37'30" East 259.00 feet from the Southeast corner of said Section 17; thence North 39°25' West, along the Easterly right of way line of the Southern Pacific Railroad, a distance of 2,095.76 feet to a point on the Easterly side of County Road 93B; thence North 4°19'39" East, along the East side of said county road a distance of 366.22 feet; thence continuing along said road line North 1°15'37" East 420.11 feet to a point on the North line of the Southeast Quarter of said Section 17; thence South 89°28' East, along said North line of the Southeast ¼ of Section 17, a distance of 1320.00 feet to the East ¼ corner of said Section 17; thence South 0°37'30" West along the East line of said Section 17, a distance of 2392.11 feet to the point of beginning.

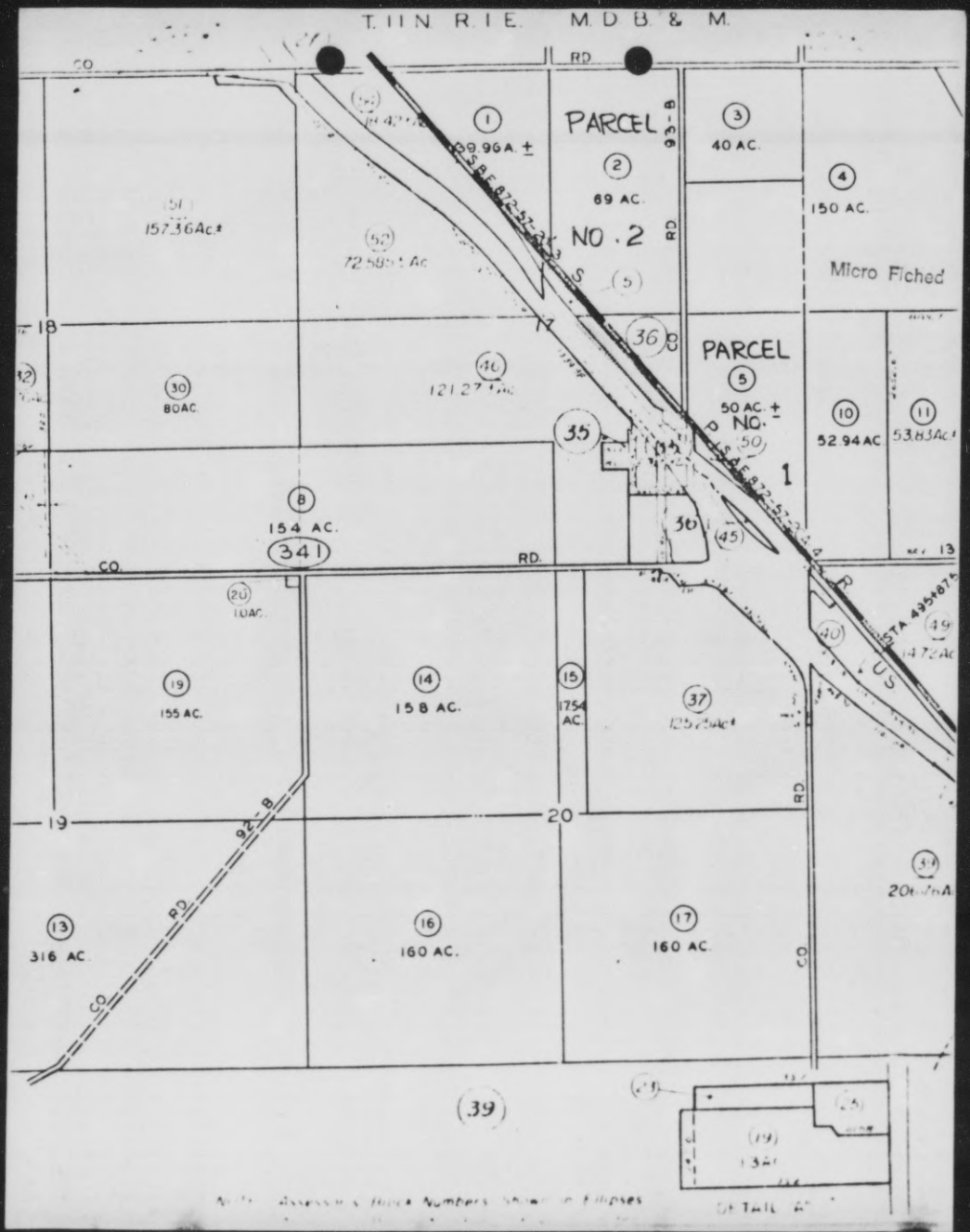
The above described tract is delineated on that certain map "Survey of Mary M. Monter Property" filed for record in Book 6 of Maps and Surveys, Page 32 of Yolo County Records.

PARCEL NO. 19-342-05 Code Area 87-096

PARCEL TWO:

All that part of the West one-half of the Northeast one-quarter of Section 17, Township 11 North, Range 1 East, MDB&M, lying North and East of the right of way of the Southern Pacific Railroad Company.

PARCEL NO. 19-342-02 Code Area 87-096


T. 11 N. R. 1 E. M. D. B. & M.
RD.
CO.
PARCEL NO. 2
1
99.96A ±
2
89 AC.
3
40 AC.
4
150 AC.
Micro Fiched
PARCEL NO. 1
5
50 AC. ±
10
52.94 AC
11
53.83Ac±
93-B
RD.
CO.
18
19
20
30
80AC.
31
157.36Ac±
32
8
154 AC.
341
35
36
45
50
19
155 AC.
14
158 AC.
15
175.4 AC.
37
125.73Ac±
20
1.0AC.
40
121.27Ac±
49
14.72Ac
13
316 AC.
16
160 AC.
17
160 AC.
39
US
RD.
CO.
DETAIL A

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 22-293

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 1972, by and between Marilyn H. Raupke Emelyn Cooling John Cooling 1305 Mckenley Ave Woodland California 95695 (mailing address) hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 64 by the County by Resolution No. 22-123, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

_____

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 28, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA, } ss.
County of Yolo }

Micro Fiched

On this 20th day of June in the year one thousand nine hundred and seventy two before me, the undersigned a Notary Public, State of California, duly commissioned and sworn, personally appeared MARILYN D. KAUPKE, EVELYN COOLING & JOHN C. COOLING known to me to be the person S whose name S ARE subscribed to the within instrument and acknowledged to me that The Y executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of YOLO the day and year in this certificate first above written.

VIRGINIA M. CAMERON
Notary Public - California
COUNTY OF YOLO
MY COMMISSION EXPIRES NOVEMBER 27, 1973

Virginia M. Cameron
Notary Public, State of California.

My Commission Expires 11-27-73

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1190a)

LAURENCE P. HENIGAN, COUNTY CLERK

(Rev. 4-71)

GUARANTEE

68 29369

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65970 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

JOHN C. COOLING and EVELYN COOLING

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 2, 1972, at 5:00 pm in the County of Yolo

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

By R.H. Morton President

By J.W. Jones Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve #64 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 65970 Effective Date: June 2, 1972 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

The herein described property vests in: John C. Cooling and Evelyn Cooling, his wife, as Community Property, an undivided 1/2 interest; and Marilyn D. Kaupke, an undivided 1/2 interest.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Micro Fiched

Lots 540, 541, 576 and 577 of River Garden Farms Subdivion No. 7, as shown on the official map filed for record in the office of the Yolo County Recorder on October 6, 1913 in Book 3 of Maps at page 4.

NOTE: The Yolo County Assessor designates the herein described property on their 1971-72 Assessment Roll as Assessors Parcel No. 19-422-04, Code Area 87-022.

NOTE: This guarantee is limited to the above described property.

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

AGREEMENT NO. 72-294

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 1972, by and between Perry Brock, 95 W Main St. Woodland, Calif. 95695

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 31 by the County by Resolution No. 72-128, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 72-294

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 19 72, by and between Perry Brock, 95 W Main St. Woodland, Calif. 95695

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 31 by the County by Resolution No. 72-123, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

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NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY: _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Perry Broad

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 28, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Rodgers

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this 19th of June, 19 72, before me the undersigned ~~notary public~~ ~~county clerk~~ of the County of Yolo, personally appeared Perry Brock, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 19th day of June, 19 72.

Virginia M. Cameron

~~LAURENCE P. HENIGAN, COUNTY CLERK~~

~~VIRGINIA CAMERON~~

VIRGINIA M. CAMERON
Notary Public ▲ California
COUNTY OF YOLO
MY COMMISSION EXPIRES NOVEMBER 27, 1973

GUARANTEE

68 29366

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65856 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Perry Brock

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 7, 1972, 5:00 p.m. , in the County of Yolo, California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

By R H Morton President

By John W. Stamos Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Preserve #31 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 65856 Effective Date: May 7, 1972, 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

Title Vests: Perry Brock

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

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Being all of the Northeast quarter of Section 31, Township 6 North, Range 3 East, M. D. B. & M.

EXCEPTING THEREFROM the following described parcels:

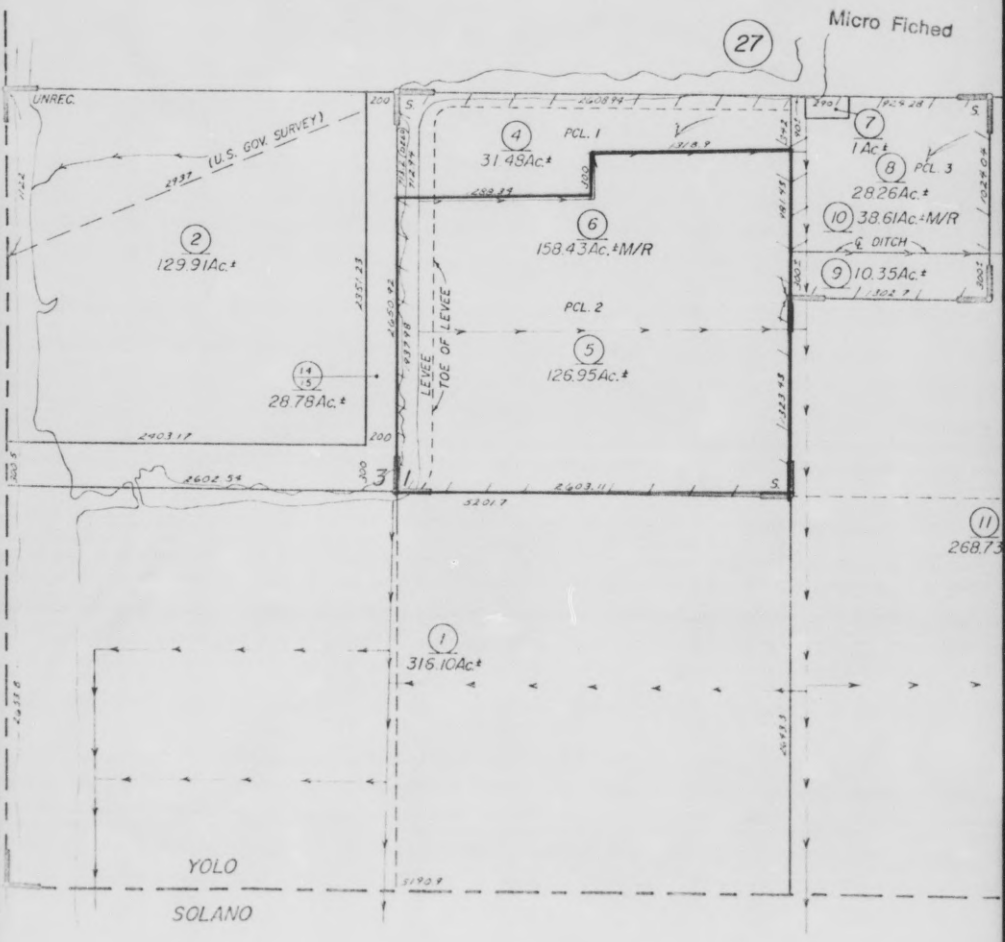
(a) Basis of bearings is CAlifornia State Co-ordinate System for Zone II.
BEGINNING at the Northeast corner of Section 31, Township 6 North, Range 3 East,, thence South along the East line of said Section 31, 342.00 feet; thence South 89° 21' 40" West 1318.90 feet; thence South 300.00 feet; thence South 89° 21' 40" West, 1288.34 feet to the West line of said Northeast quarter of said Section 31; thence North 0° 07' 18" West along said West line of said Northeast quarter of said Section 31, a distance of 713.20 feet to the Northwest corner of said Northeast quarter of said Section 31; thence South 89° 04' 50" East along the North line of said Section 31, a distance of 2608.94 feet to the point of beginning, and containing 31.48 acres, more or less.

(b) All oil, gas and mineral rights in and to said property, but without any right to drill or to erect structures or other improvements or to install pipes or to excavate upon any of said real property, except with the written consent of and at such locations as shall be approved by Grantees, as reserved in deed executed by Lyndon G. Mee and Gabriella E. Mee, his wife, to Sacramento-Yolo Port District, a California river port district, dated January 23, 1959, and recorded February 18, 1959 in Book 564 of Official Records, at page 248.

NOTE; The Yolo County Assessor designates the herein described property on their 1971-72 Assessment Roll as Assessor's Parcel No. 33-280-05

NOTE: This Guarantee is limited to the above described property.

SECS. 31, 32, T. 6N., R. 3E.,



M & S Bk. 8, Pg. 111 — G. M. Struve Jr. Ppty.
Unrec. — Sacramento-Yolo Port Dist.

NOTE — A
A

FILED

FEB 27 1973

LAURENCE P. [illegible]
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 72-285

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 13th day of November, 19 72, by and between FRANK SCHWARZGRUBER and VIRGINIA SCHWARZGRUBER

Rt 3, Box 914
Woodland, Calif 95695
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 13 by the County by Resolution No. 72-123, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY J. Dudley Ogilvie
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Frank Schwaygruber

Virginia Schwaygruber

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On November 28, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this June 20, 19 72, before me the undersigned Notary Public of the County of Yolo, personally appeared FRANK SCHWARZGRUBER and VIRGINIA SCHWARZGRUBER, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 20th day of June, 19 72.

Wanda L. Skellchock

NOTARY PUBLIC

WANDA L. SKELLCHOCK
Notary Public - California
COUNTY OF YOLO
My Commission Expires September 3, 1973

(Rev. 4-71)

GUARANTEE

68 29370

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- XX PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65897 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

FRANK SCHWARZGRUBER

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 2, 1972, at 5:00 p.m., in the County of Yolo, State of Calif.

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

By R.H. Martin President

By John W. Jump Secretary

CLTA GUARANTEE FACE PAGE—1967

addition to Reserve # 13 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 65897 Effective Date: June 2, 1972, at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

The herein described property vests in : FRANK SCHWARZGRUBER AND VIRGINIA SCHWARZGRUBER, his wife, as Joint Tenants.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Micro Fiched

All that real property in the County of Yolo, State of California, described as follows:

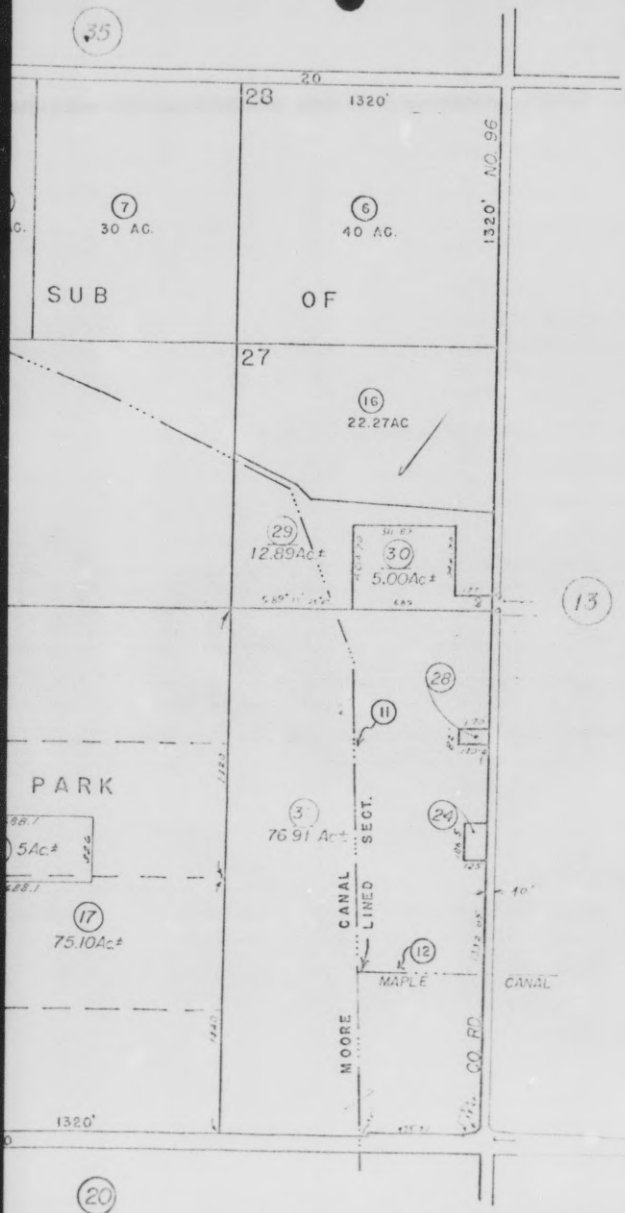
A portion of Lot 27 of Clanton's Subdivision of Willow Oak Park according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on October 23, 1883, in Book 35 of Deeds, at page 396, described as follows:

BEGINNING at the Northeast corner of said Lot 27, thence North 89° 16' 45" West along the North line of said lot 1320.35 feet to the Northwest corner of said lot; thence south 0° 41' West along the West line of said lot 469.96 feet to a capped iron pipe monument; thence continuting South 0° 41' West 46.99 feet to the center line of the Clear Lake Water Company Canal; thence along the center line of said canal the following courses: South 63° 17' 20" East 254.16 feet, South 45°17'35" East 97.93 feet, and South 28° 20' 40" East 102.24 feet; thence leaving said center line of said canal North 89° 45' 55" East 41.07 feet to a nail driven into a concrete headwall; thence continuing North 89° 45' 55" East 930.81 feet to the East line of said lot being the center line of County Road 96; thence North 0° 41' 50" East along said East line of said Lot 27, a distance of 769.51 feet to the point of beginning, containing 22.27 acres of land, more or less, being indentical with parcel""A" as shown on that certain record of survey of said Lot 27, filed in the office of the Recorder of Yolo County on August 5, 1960, in Maps and Surveys Book 8, Page 95.

NOTE; The Yolo County Assessor designates the herein described property on their 1971-72 Assessment Roll as Assessors Parcel No. 25-120-16, Code Area 87-079.

NOTE: This guarantee is limited to the above described property.

25-12



NOTE – Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

NOV 1958

Micro Fiched

Clantons Subd., W
Assessor's Map
County of Y

AGREEMENT NO. 72-296

THIS AGREEMENT made and entered this 4th day of December 1972, by and between the County of Yolo, hereinafter referred to as COUNTY and Alice E. Torrence, Adelaide L. Claar, and Opal Stevens Storkman, hereinafter referred to as OWNER.

W I T N E S S E T H

WHEREAS, owner represents and warrants that they are the owner in fee simple of the lands described in exhibit "A" attached hereto.

Micro Fiched

Now therefore it is agreed as follows.

1. Owner grants to COUNTY the non-exclusion right at any time and from time to time during the period of this agreement to enter upon, excavate and remove materials from the aforesaid land in such quantities as COUNTY may deem necessary, but not to exceed 100,000 cubic yards per year.

2. Owner also grants COUNTY the right to erect, operate and maintain on said land, such equipment or plant as may be necessary for handling or sorting the excavated material or manufacturing road building material therefrom, together with the right to use water of any stream to which OWNER has right. The right to remove such equipment or plant is hereby reserved to COUNTY.

3. In full consideration to be given by COUNTY under this agreement, COUNTY shall pay to owner twenty cents ($.20) per cubic yard of material removed from said property. COUNTY shall make such payment on a monthly basis, at the end of the month, with COUNTY furnishing to OWNER a statement with each payment showing amount of materials removed during that month.

4. OWNER waives any and all claims by reason of the COUNTY not removing the maximum quantities of materials hereinabove stated, it being expressly understood and agreed that COUNTY is not obligated to pay any royalty hereunder, except upon material actually removed from said premisses.

5. The within grant is not and shall not be construed as an agreement for the sale of tangible personal property.

6. COUNTY shall replace, or cause to be replaced, as nearly as reasonably possible, in their original locations, any and all fences which it may find necessary to remove or relocate in securing material or in transporting same after excavation.

7. COUNTY agrees that, if it exercises any of the rights and privileges granted herein, then COUNTY agrees to hold the OWNER harmless from all claims for injury to persons or damage to property resulting from COUNTY'S operations on OWNER'S PROPERTY.

Micro Fiched

8. The terms of this agreement shall commence on the first day of July, 1972 and shall terminate on the 30th day of June, 1973, and be deemed to be automatically renewed for a renewal term of one (1) year unless terminated by notice in writing by either party at least thirty (30) days prior to the expiration of the term or any renewal term.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO

By _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST

LAURENCE P. HENIGAN, CLERK

By _____
DEPUTY

SEAL

APPROVED AS TO FORM

_____
COUNTY COUNSEL

OWNERS J. C. Sturgis Heirs

By _____

By _____

By _____

EXHIBIT "A"

A parcel of land being a portion of the Rancho Rio Jesus Maria, as shown on the record of survey filed in volume 6 of Maps and Surveys at page 34 in the Office of the Recorder of Yolo County, California, said parcel being more fully described as follows:

BEGINNING at a concrete monument marking the centerline of County Road 20 and the West line of Clanton's Willow Oak Park as shown on said record of survey, THE TRUE POINT OF BEGINNING: thence North 10°37'23" East 716.76 feet; thence North 89°56'44" West 848.25 feet; thence South 10°37'23" West 716.76 feet; thence South 35°52'20" West 1,885.52 feet; thence North 85°52'20" West 936.82 feet to a 3 inch brass plate in the east rail of a bridge, marked L. S. 1880; thence continuing North 85°52'20" West 26.93 feet to the east Grant line of the Gordan Grant; thence South 10°37'23" West 2,150 feet more or less along said Grant line to the north right of way line of the Moore Canal; thence northeasterly along said north right of way line to the west line of Clanton's Willow Oak Park; thence North 10°37'23" East 2,250 feet more or less along said west line to the true point of beginning.

Micro Fiched

END OF DESCRIPTION

RECEIVED
MAR 12 1973
LAURENCE P. HENIGAN, Clerk
By..... Deputy

FILED
MAR 12 1973
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers

YOLO COUNTY
AGREEMENT No. 72-20

COUNTY AGRICULTURAL COMMISSIONER'S SALARY AGREEMENT # 3564

Pursuant to Section 2222 of the Agricultural Code, the DIRECTOR OF FOOD AND AGRICULTURE, STATE OF CALIFORNIA, hereinafter referred to as Director, and the COUNTY OF YOLO, herinafter referred to as County, acting by and through its Board of Supervisors, hereby agree as follows:

(1) Director and County agree that it is their intent to provide for an increase of the salary of the County Agricultural Commissioner and to compensate County for services performed by the County Agricultural Commissioner for the Department of Food and Agriculture of the State of California, for the purpose of securing more uniform and adequate enforcement of the provisions of the Agricultural Code throughout the state, and to otherwise effectuate the purposes of Sections 2221 through 2224 of the Agricultural Code.

(2) Director hereby agrees to pay to said County during the 1972-73 fiscal year a maximum sum of three thousand three hundred and no/100 dollars ($3,300) calculated as follows: Micro Fiched

Payment will be at the rate of $275 per month for each month the Agricultural Commissioner's position is filled by a qualified person. If the position is vacant 30 consecutive days or less, the annual payment will not be reduced. A vacancy of more than 30 consecutive days will reduce the annual payment. Partial months after the first 30 days of vacancy will be treated as whole months in computing the reduction. Appointment of a qualified person to fill a vacancy shall not be at a lower monthly rate or range than the rate or range established for the Commissioner's position. Appointment to fill a vacancy may be for an interim or fixed period, but shall be of a qualified person.

(3) County agrees that during the term of this agreement, the Agricultural Commissioner's base salary will not be reduced below the base salary established for that position for the month of January, 1959.

(4) County agrees that during the term of this agreement, the Agricultural Commissioner's salary will not be reduced to an amount so as to allow the $3,300 payment to exceed two-thirds of the salary.

(5) Payment will be made at the end of said fiscal year upon submission of invoice indicating periods that the position of Agricultural Commissioner was actually filled by a qualified person.

(6) The term of this agreement shall be from July 1, 1972 through June 30, 1973, subject to termination by either party at any time during the said term upon giving not less than 30 days written notice to the other party.

IN WITNESS WHEREOF, the parties have set their hands this 4th day of December, 1972.

C. B. CHRISTENSEN
DIRECTOR OF FOOD AND AGRICULTURE

By _____
Fiscal Officer

BOARD OF SUPERVISORS
COUNTY OF YOLO

_____
Chairman

EXEMPTED FROM GOVERNMENT CODE SECTION 14780
PER DEPARTMENT OF GENERAL SERVICES
EXEMPTION NOTICE #9
DATED 11-1-71

Attest:
LAURENCE P. HENIGAN
Clerk of Said Board

General Fund Chap. 156
Budget Page 90

By Barbara Rodgers
Deputy

I hereby certify that provision has been made in the budget for payment of this contract.

_____

12-040 (Rev. 10-72)

XEROX COPY

FILED
DEC 13 1972
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

For Book

AGREEMENT NO. 72-298

(Radiology Agreement)

THIS AGREEMENT made and executed in Quadruplicate at Woodland, California, as of the 1st day of December, 1972, by and between the COUNTY OF YOLO for the Yolo General Hospital, an institution owned and operated by the County of Yolo, hereinafter designated as COUNTY, and G. ROBERT HANSON, M. D., an individual, hereinafter designated as RADIOLOGIST,

Micro Fiched

W I T N E S S E T H:

WHEREAS, COUNTY requires the services of a Radiologist in its hospital Diagnostic Radiological Department; and

WHEREAS, RADIOLOGIST is a duly qualified and licensed specialist; and

WHEREAS, the parties hereto are desirous of entering into this agreement in order to provide a full statement of their respective covenants and agreements in connection with the operation of said Diagnostic X-Ray Department in said Yolo General Hospital during the term hereof:

NOW, THEREFOR, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, it is understood and agreed by and between the parties hereto as follows:

FIRST: COUNTY shall supply, furnish, maintain and control the operation of the Diagnostic X-Ray Department in the Yolo General Hospital. RADIOLOGIST shall use the premises solely for the practice of the specialty of Radiology.

SECOND: RADIOLOGIST shall be a member of the Medical Staff of Yolo General Hospital, subject to the Medical Staff By-Laws, Rules and Regulations, and shall be granted such privileges as may be recommended by the medical staff of Yolo General Hospital to the Board of Supervisors of Yolo County, the governing board

of COUNTY.

THIRD: All non-medical personnel required for the proper operation of said X-Ray Department shall be selected and employed by COUNTY; however, RADIOLOGIST may be an additional member of the Qualification Review Board appointed to aid in the review of credentials and to recommend in writing approval or disapproval in hiring of an X-Ray Technician.

Micro Fiched

FOURTH: RADIOLOGIST shall provide at Yolo General Hospital RADIOLOGIST'S services including reading of films, dictating a report, performing fluoroscopies and other special procedures normally performed by a radiologist to patients determined to be Yolo County indigents, employees of COUNTY in connection with County physical examinations, persons in the custody of the Sheriff, and to Medi-Cal out-patients in accordance with a schedule of services made by the Hospital Administrator of COUNTY. COUNTY shall pay RADIOLOGIST a flat charge of ONE THOUSAND DOLLARS ($1,000) per each month scheduled and performed. RADIOLOGIST shall not obtain compensation from any person other than the County of Yolo for services rendered to employees of COUNTY in connection with County physical examinations, persons in the custody of the Sheriff, Yolo County indigent patients, or Medi-Cal out-patients; however, as to other patients, RADIOLOGIST may seek compensation for his services and COUNTY shall provide radiology with necessary billing information.

FIFTH: If there shall arise any question concerning the character of services furnished in said X-Ray Department, RADIOLOGIST or the Medical Staff of Yolo General Hospital shall have the right to submit such matter for determination to the executive committee of the Yolo General Hospital Medical Staff, and its decision in that regard shall be final.

SIXTH: In the performance of the work, duties, and obligations devolving upon him under this agreement, IT IS MUTUALLY

UNDERSTOOD AND AGREED that RADIOLOGIST is at all times acting and performing as an independent contractor practising his profession of medicine and surgery and specializing in X-Ray diagnosis and treatment; that COUNTY shall neither have nor exercise any control or direction over the methods by which RADIOLOGIST shall perform his work and functions excepting that RADIOLOGIST does by this agreement agree to perform his said work and functions at all times in strict accordance with currently approved methods and practice in his professional specialty, and that the sole interest of COUNTY is to assure that said Diagnostic X-Ray work and service shall be performed and rendered in a competent, efficient, and satisfactory manner. All applicable provisions relating to licensing and regulating of physicians and hospitals shall be fully complied with by all parties hereto.

Micro Fiched

SEVENTH: In the event there is any disagreement as to the work schedule of RADIOLOGIST such disagreement shall be referred to the executive committee of the Yolo General Hospital medical staff for recommendation to the governing board of COUNTY, whose action shall be final. COUNTY expressly agrees that the work of the X-Ray Department may be done by such assistant radiologists as RADIOLOGIST may employ, or associates or partners in practice with RADIOLOGIST, so long as approval of COUNTY is obtained prior to such practice by assistant radiologists or associates or partners. Nothing contained in this paragraph or in this agreement shall be construed to permit assignment by RADIOLOGIST of any rights under this agreement, and such assignment is expressly prohibited.

EIGHTH: This agreement to be in effect for a period beginning December 1, 1972, and ending June 30th, 1973, but may be terminated earlier by either party giving the other thirty days' written notice of said earlier termination date.

//////

IN WITNESS WHEREOF, COUNTY has caused this agreement to be executed and its seal to be hereunto affixed by its officers thereunto duly authorized and RADIOLOGIST has executed this agreement by hereunto setting his hand as of the day and year first above written.

COUNTY OF YOLO for the Yolo General Hospital

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

Micro Fiched

Original Signed

G. ROBERT HANSON, M. D., RADIOLOGIST

RECEIVED
JAN - 8 1973
LAURENCE P. HENIGAN, Clerk
By..... Deputy

FILED
JAN - 8 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 72-299

THIS AGREEMENT made this 11th day of December, 1972, by and between the COUNTY OF YOLO, hereinafter referred to as COUNTY, and the CITY OF WINTERS, hereinafter referred to as CITY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, the parties hereto have entered into various agreements with respect to the City maintained garbage dump located near the City of Winters which gave residents of the unincorporated area of the County of Yolo the privilege of depositing refuse in the Winters City Dump and in return COUNTY agreed to pay certain sums and perform certain acts for said privilege; and

WHEREAS, it is desired by the parties to enter into a new agreement setting forth their rights and obligations respecting said Winters City Dump from and after January 1, 1973,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The residents of the unincorporated area of Yolo County and the County of Yolo itself shall have the privilege of depositing refuse in the Winters City Dump in the manner and at the times as CITY may prescribe by rules and regulations governing said dump.

2. As full consideration to be given by COUNTY under this agreement, COUNTY shall pay to CITY the sum of ONE THOUSAND DOLLARS ($1,000), said sum to be paid in advance on the first day of January, 1973.

3. The terms of this agreement shall commence on the first day of January 1973 and shall terminate on the 30th day of June, 1973.

//////

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

Micro Fiched

CITY OF WINTERS

BY _____
MAYOR

FILED
JAN 13 1973
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

CLEARED
COS EFR
DISTRICT

YOLO COUNTY
AGREEMENT NO. 72-300

CAB-CEP-6
73006634

MODEL CONTRACT FOR AN EMPLOYABLES PROGRAM

This contract is entered into, pursuant to Sections 10615 and 10655 of the Welfare and Institutions Code, by and among the California Department of Human Resources Development (hereinafter referred to as HRD), the California State Department of Social Welfare (hereinafter referred to as SDSW) and the County of Yolo (hereinafter referred to as the COUNTY) to establish and conduct an Employables Program.

Micro Fiched

The program shall be implemented on a gradual phased basis in accordance with an implementation plan developed by the COUNTY and HRD. Phasing may be on the basis of area and of classes or recipients with first preference to be given to unemployed parents (AFDC-U recipients). At such time as HRD determines it is feasible, the program shall be extended to include all employable recipients of AFDC.

For the purposes of this contract, a recipient shall be deemed employable unless such individual is:

a. living in an area so remote that it is impractical for him to accept employment or to participate in training or in the Community Work Experience Program.

b. a child who is under the age of sixteen or attending school full time.

c. required in the home because of illness or incapacity of another member of the household.

RECEIVED
JUN 13 1973
LAURENCE P. HENIGAN, Clerk
By.....
Deputy

d. ill, incapacitated or of advanced age.

e. a mother or other relative who is caring for a child under the age of six unless she volunteers and is not excluded for some other reason specified herein.

f. the mother or other female caretake of a child if the father or another adult male relative is living in the home and is not excluded from registration for manpower services, training and employment pursuant to Section 402 (a) (19) (A) of the Social Security Act (as amended by PL 92-223) by clauses a. through d. above unless such male relative has without good cause refused to participate in the work incentive program or to accept employment.

Micro Fiched

IT IS AGREED THAT:

1. The State Department of Social Welfare (SDSW) shall:

   a. Maintain and/or adopt appropriate manuals and regulations pertaining to the administration of public social services, except that HRD may issue supplementary regulations or instructions with regard to services provided by the Employables Section.

   b. Transmit changes in welfare regulations and welfare policy to supervisors designated in writing by HRD.

   c. Establish the standards of eligibility for AFDC.

   d. Provide for a fair hearing.

e. Assure the COUNTY is not out of compliance with state regulations by agreeing to participate in this program.

f. Designate the Employables Section as the special administrative unit in accordance with Section 402 (a) (19) (G) of the Social Security Act, added by PL 92-223.

2. The COUNTY shall:

Micro Fiched

a. Participate with HRD in developing, determining and setting procedures to guarantee an orderly flow of recipients to and from the program in accordance with the implementation plan.

b. Assign, pursuant to Paragraph 5, County Welfare Department staff (the transferred county employees are hereinafter referred to as County Staff) to work in the Employables Section under the direction and supervision of HRD. Also, the COUNTY shall replace staff returned under Paragraph 3. To the maximum extent possible, County Staff selected shall be volunteers.

c. Authorize the County Staff to engage in the duties of the Employables Section, which are specified in Paragraph 4.

d. Pay the County Staff under COUNTY payroll procedures and maintain the County Staff as COUNTY employees covered by the merit system. Personnel matters concerning County Staff shall be governed by merit system rules and regulations. Insofar as is consistent with county civil service or the merit system requirements, the manager of

the local HRD office shall be a party to the performance rating of the County Staff transferred to his office.

e. Provide the following:

(1) cars and/or the travel expenses required by the County Staff in the performance of its responsibilities under this contract.

Micro Fiched

(2) necessary welfare forms and the necessary office equipment, including desk and chairs for the County Staff.

(3) County Staff with telephone credit cards for making nonlocal calls.

f. Designate the Employables Section as the sole referral source of AFDC recipients to the Education and Training Service (ETS) Program.

g. Continue to provide child protective services, BHI care, and money management and to make all grant payments (including payments to vendors).

h. Notify HRD if a recipient referred to the Employables Section has been terminated from aid and the reasons for termination.

i. Provide the Employables Section with information necessary to enable it to meet state and federal reporting requirements.

3. The Department of Human Resources Development (HRD) shall:

a. Supervise the administration of social services provided recipients referred to the Employables Section.

b. Have the right to participate in selecting the County Staff and to return to the COUNTY any member of the County Staff. The "return to COUNTY" provision shall be implemented only after a joint conference and 15-day notice.

Micro Fiched

c. Train the County Staff in providing employment services.

d. Provide the COUNTY upon request with such reports as may be required by HEW or SDSW.

e. Assign four (4) HRD staff to the Employables Section and authorize HRD staff to engage in the duties of the Employables Section, which are specified in Paragraph 4.

f. Continue to provide hearings under Chapter 9 (commencing with Section 5300) of Division 2 of the Employment Insurance Code, relating to the Work Incentive Program (WIN).

g. Return to the COUNTY any recipient who is determined by HRD to be not employable or incapable of making progress toward employment, or who has been employed 32 hours a week or more for a period of two consecutive months.

h. Furnish office supplies for the Employables Section, except as provided in Paragraph 2.

i. Provide telephones to the Employables Section.

j. Provide space for the County Staff.

k. Allow the COUNTY to audit records of the Employables Section in order to meet its responsibilities under the Social Security Act.

4. The Employables Section shall provide or arrange for such health, vocational rehabilitation, counseling, child care and other social and supportive services as are necessary to enable recipients referred under this agreement to obtain employment and training. The duties of the Employables Section include, but are not limited to, the following:

Micro Filmed

a. Assessing the employment potential of recipients and identifying services needed for employment.

b. Developing jobs for recipients by telephone and personal contact with employers.

c. Referring recipients to job openings.

d. Conducting post-placement follow-up action with employers and recipients, as necessary.

e. Advising and directing recipients on effective methods of searching for work and reviewing and redirecting recipients' efforts to find work.

f. Assisting recipients in the development of and compliance with job search plans which will lead to employment in the shortest possible time.

g. Conducting or assisting in orientation or job clinic sessions designed to improve the employability of recipients.

h. Determining services outside the resources of HRD needed by recipients to enable or help them to become employed, and finding or developing resources to meet such needs.

i. Determining if recipients are fully and adequately participating in activities designed to bring about prompt employment.

Micro Fiched

j. Investigating acts or circumstances which bear on welfare eligibility and documenting good cause determinations. This includes reporting the facts to the COUNTY.

k. Coordinating with eligibility workers or the COUNTY to expedite grant payments or payment for authorized services such as child care payments, etc.

5. Four (4) Social Worker II's shall be transferred to HRD. The need for expanding or decreasing this number shall be negotiated during March of each year for inclusion in budget discussions.

6. At least one week before the County Staff are scheduled to be transferred pursuant to Paragraph 5 the COUNTY shall release such staff from other responsibilities so that the staff may be trained. HRD agrees during said period to provide the necessary training to acquaint County Staff fully with the program and their responsibilities. It is

recognized that in-service social service training is the responsibility of the COUNTY and HRD agrees to allow reasonable time for same.

7. HRD shall notify the County if a recipient referred to the Employables Section refuses, without good cause, to apply for or to accept employment, participate in training or fails to participate adequately in a job search plan.

Micro Fiched

8. Each party, insofar as permitted by law and as necessary to carry out the objectives of this contract, shall permit any other party or its authorized representative to have access to records in its possession relating to recipients referred to HRD. Any information exchanged hereunder shall, as required by law, remain confidential and not be released to the public. Specifically, HRD shall comply with the requirements of Chapter 5 (commencing with Section 10850) of Part 2 of Division 9 of the California Welfare and Institutions Code, and the COUNTY shall comply with the requirements of Sections 1094, 1095 and 2111 of the California Unemployment Insurance Code.

9. Each party to this contract shall indemnify and save harmless the other agencies which have entered into this contract, as well as the officers, employees and servants of such agencies, for any liability imposed by law, including but not limited to Section 895.2 of the Government Code, for injury or damage caused by any act or omission of said party's officers, employees or servants occurring in the performance, or otherwise arising out of, this contract.

10. This contract can be amended only by written agreement of all parties.

11. This agreement may be terminated by any party upon 60 days' written notice to the other parties.

12. If any provision of this contract is found to be unlawful or out of conformity with state or federal law by a final determination of the appropriate agency, those provisions found to be unlawful or out of conformity shall automatically be severed from the contract and terminated and the other provisions of this contract shall remain in effect.

Micro Fiched

13. No party shall, on the basis of this contract, encumber or in any way contract on behalf of or in the name of any other party to the contract. Any attempt in violation of this paragraph shall confer no rights and shall be void.

14. The term of this contract shall be one year to commence on January 1, 1973 . The contract shall be automatically renewed for another one-year period upon the anniversary date of the contract each year until terminated as provided in paragraph 11.

IN WITNESS WHEREOF, this contract has been executed in quadruplicate by and on behalf of the parties hereto.

Dated _____ Dated April 30, 1973

DEC 11 1972

COUNTY OF YOLO

STATE DEPARTMENT OF SOCIAL WELFARE

Micro Fiched

Dated _____

STATE DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT

I hereby certify that all conditions for exemption pursuant to the State Administrative Manual Section 1201.13 have been complied with and this document is exempt from review by the Department of Finance.

FORM | VALUE | BUDGET | DESCRIPT.

Department of General Services

APPROVED

MAY 25 1973

BY

Deputy Director